



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



December 10, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

30 December 10, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH DATAWORKS PLUS, LLC
FOR A CRIMINAL BOOKING SYSTEM (CBS)
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of an Agreement with DataWorks Plus, LLC (DataWorks) to deliver and maintain a Criminal Booking System (CBS) for the Department's Data Systems Bureau (DSB), Los Angeles County Regional Identification System (LACRIS) Unit.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with DataWorks for an agreement term commencing upon such execution, and continuing for an initial term of six years from the County's final acceptance of the CBS, with four additional one-year option periods, through a maximum term of ten years, and at a Maximum Contract Sum of \$17,512,392.89 for the entire term of the Agreement.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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2. Delegate authority to the Sheriff, or his designee, to execute Change Notices and Amendments or otherwise modify the Agreement as set forth in the Agreement in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) exercise the option terms; (3) effectuate the Assignment and Delegation provision under the Agreement; (4) effectuate modifications that do not materially affect any term of the Agreement; and (5) engage the Contractor to provide Optional Work (e.g. programming modifications, professional services, and acquire relevant additional hardware or software) using available Pool Dollars, with concurrence of the County's Chief Information Officer (CIO), the Department's Office of Technology Planning (OTP), and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the proposed Agreement, DataWorks will replace the existing livescan systems with new livescan equipment, new central servers, supporting software, and implementation and support services (Services). The proposed CBS will provide new and emerging technologies not previously available to the County.

The Department's LACRIS Unit is responsible for providing criminal identification services to approximately 45 local law enforcement agencies within Los Angeles County that participate in the LACRIS network. The CBS is a critical component of this capability.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, and applications), including replacement of obsolete legacy systems.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum allocated for the entire term of the Agreement is \$17,512,392.89, which fees shall be applied as follows:

	Cost	Quantity	Extended Cost
One-time implementation costs:	\$181,000.00	1Lot	\$181,000.00
One-time HW and SW costs:	\$6,090,688.24	1Lot	\$6,090,688.24
Fixed annual operations maintenance and support (OM&S) costs:	\$0	Year 1	
	\$873,640.00	Years 2-6	\$4,368,200.00
OM&S fees Option-term 1:	\$917,322.00	1yr	\$917,322.00
OM&S fees Option-term 2:	\$963,188.10	1yr	\$963,188.10
OM&S fees Option-term 3:	\$1,011,347.51	1yr	\$1,011,347.51
OM&S fees Option-term 4:	\$1,061,914.89	1yr	\$1,061,914.89
Contract Sum:			\$14,593,660.74
Pool Dollars @ 20% of Contract Sum:			\$2,918,732.15
Maximum Contract Sum:			\$17,512,392.89

The allocation of Pool Dollars will be used to procure as-needed goods and/or Services throughout the term of the Agreement in the event of currently unforeseeable exigencies or future changes to performance requirements. Pool Dollars will also be used to implement a "Technology Refresh" for any subset of the CBS components as determined by the County Project Director. The Technology Refresh is intended to update CBS with the most contemporaneous and advanced technologies available.

The Agreement also includes a 10 percent payment "Holdback" for each Deliverable accepted by County during implementation. The Holdback will be due and payable to the Contractor only upon County's formal "Final System Acceptance." All Operations, Maintenance and Support fees will be paid quarterly in arrears.

This is a zero Net County Cost Agreement. Per California's Government Code 76102, Automated Fingerprint Identification System (AFIS) funds are specifically granted and allocated to each California County for establishing fingerprint solutions and suspect booking identification facilities and ancillary costs. The LACRIS Unit manages all AFIS-related projects for the County, with funding authorized by the Remote Access Network (RAN) Board, which is chaired by your designated Board Deputy.

The RAN Board has approved AFIS funding for this Agreement for the entire Agreement term, including the four one-year option terms and the utilization of Pool Dollars for Optional Work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2005, the County purchased 173 new livescan devices through the Internal Services Department (ISD). The devices are housed in every Department Sheriff's station, and throughout approximately 45 other local law enforcement agencies including police

stations, criminal booking facilities, Coroner's Office, District Attorney's Office, Probation Department's office, and all but two of the courthouses in the County. The livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County.

On November 25, 2008, the Board approved Sole Source Agreement Number 76819 with Identix for a term of four years to provide livescan equipment maintenance and support services. This agreement expired November 30, 2012.

On November 20, 2012, the Board approved successor Sole Source Agreement Number 77869 with MorphoTrust (formerly Identix, Incorporated). The base term for that agreement expired November 30, 2016.

On May 31, 2016, the Board delegated authority to the Sheriff to sign Amendment Number Four to extend Agreement Number 77869 for one year, plus a one-year option term of up to twelve months in any increment. The agreement expired on November 30, 2018.

On November 1, 2018, the Board executed Amendment Number Five to memorialize the name change from MorphoTrust USA, LLC to Idemia Identity & Security USA LLC (Idemia), and extend the current agreement with Idemia for an additional one-year period from December 1, 2018, through and including November 30, 2019, plus an option term of up to twelve months in any increment. DataWorks' proposed timeline for implementation is estimated to be 24 months. To ensure there is no break in service delivery to the County during implementation, the Department will approach your Board in early 2020 to request an extension to the current agreement with Idemia for continued maintenance and support of the current livescan system.

The Agreement contains all Board-mandated provisions as well as specific provisions applicable to information technology agreements that include security requirements, remedies against deficient performance or breach of warranties, technology errors and omissions, cyber insurance coverages, and intellectual property indemnification.

The CIO has reviewed the proposed Agreement and Board letter and recommends approval of these actions. The CIO analysis is attached (Attachment I). The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. County Counsel has reviewed and approved this Agreement as to form.

CONTRACTING PROCESS

On June 6, 2018, the Department issued a Request for Proposals (RFP) for the CBS. The RFP was developed with the assistance of MTG Management Consultants, a third party independent consulting firm under contract with ISAB. The proposal due date was August 29, 2018. The Department received proposals from two qualified vendors.

The evaluation committee was comprised of subject matter experts from the County, including ISAB, and from law enforcement agencies throughout the County. The committee independently reviewed and scored the proposals based on predefined evaluation criteria in accordance with the Board's informed averaging guidelines.

DataWorks was determined to be the highest scoring, qualified proposer. The Department recommends Board approval of the subject Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued delivery of mission-critical livescan services to the Department and participating LACRIS agencies.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted Board letter and two original executed copies of Agreement to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF



TIMOTHY K. MURAKAMI
UNDERSHERIFF



WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

12/10/2019

SUBJECT:

**APPROVAL OF AGREEMENT WITH DATAWORKS PLUS, LLC
FOR A CRIMINAL BOOKING SYSTEM (CBS)**

CONTRACT TYPE:

New Contract Sole Source Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Sheriff Department's ("Department") Los Angeles County Regional Identification System (LACRIS) Unit's and the current Livescan vendor, Idemia Identity & Security USA LLC ("Idemia") supports 167 Livescan devices and 144 printers at 118 different Participating Agency locations. The devices are housed in Sheriff's stations, police stations, the Coroner's Office, the District Attorney's Office, Probation Department's office, and all but two of the courthouses in the County. The Livescan system is used to catalogue an average of 1,200 fingerprint enrollments per day throughout the County. These devices are used for criminal cases only and is different from Applicant (Civilian) Livescan System (ALS) used within the County.

As the current Livescan devices are nearing end of life, the Department issued a Request for Proposal (RFP) for the acquisition of a replacement system, to take advantage of new and emerging technologies obtained from competitive bidding and modernistic system requirements. The Department obtained the assistance from MTG, a third-party independent consulting firm under contract with Information Systems Advisory Board. Two qualified vendors responded to the RFP and DataWorks Plus, LLC (DataWorks) was determined to be the highest scoring, qualified proposer. The new solution by DataWorks includes additional features like an iris camera added to each Livescan device, ABS (Automated Booking System) module embedded in the Criminal Booking System (CBS) Solution (versus currently, DataWorks ABS is a standalone web application interfacing with Idemia's Livescan).

The DataWorks implementation may take up to 16 months, as DataWorks estimated in their RFP proposal. The current Idemia maintenance services contract is expiring November 30, 2020, after exercising an optional term of 12 months. The Department may approach the Board of Supervisors in early 2020 again to extend the Idemia contract if the CBS implementation by DataWorks is not completed before the expiration date of the current contract with Idemia to maintain the continuity.

Contract Amount: Maximum amount of \$17,512,392.89 for one-time cost, ongoing annual costs and pool dollars. This is a zero Net County Cost Agreement. The RAN (Remote Access Network) Board has approved Automated Fingerprint Identification System (AFIS) funding for this Agreement for the entire Agreement term, including the four 1-year option terms and the utilization of Pool Dollars for Optional Work.

CAD System Upgrade

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Hardware/Software	\$6,090,688.24
Implementation Services	\$ 181,000.00

Ongoing annual costs:

Fixed Annual Operations Maintenance & support (OMS) (Year 1)..	\$0.00
Fixed Annual OMS (Year 2-6).....	\$4,368,200.00
Fixed Annual OMS - Option Term 1 (Year 7).....	\$917,322.00
Fixed Annual OMS - Option Term 2 (Year 8).....	\$963,188.10
Fixed Annual OMS - Option Term 3 (Year 9).....	\$1,011,347.51
Fixed Annual OMS - Option Term 4 (Year 10).....	\$1,061,914.89

Total one-time costs:	\$6,271,688.24
Pool Dollars @ 20% of Contract Sum.....	\$2,918,732.15
Total ongoing annual costs:	\$8,321,972.50

Maximum Contract Sum.....	\$17,512,392.89
----------------------------------	------------------------

FEEDBACK:

1. The OCIO supports the Department decision to select the DataWorks solution to modernize the Livescan devices with additional features at potential less ongoing cost. The current vendor, Idemia ongoing maintenance cost is \$17,393,598.00 for Ten years (based on current contract of \$1,739,359.80/year) vs. \$8,321,972.50 for Ten years proposed by the new vendor.
2. The OCIO Chief Information Security Officer has reviewed the contract from security perspective and has approved it without any changes.
3. The OCIO supports the fact that the Department has already planned for the Dedicated Project Manager Sgt. Stephen Bevan, LACRIS Technical Manager who has over Ten years working in LACRIS. This is very critical role for the project success and the Department has already addressed this risk.

RISKS:

1. This is a complex implementation with 15+ interfaces to different systems within the Department. It requires comprehensive integration testing involving the Department key stakeholders which may be beyond the scope of the current contract. Also, there is risk of potential re-design and re-architecture of the interfaces which can result in budget and schedule impacts.
2. This project requires deployment of Livescan devices at 118 different locations. It requires detailed training plan and change management plan.

RECOMMENDATIONS:

1. Project Governance: The strong project governance and project steering committee is required and involves key representatives from all identified areas. There are multiple stakeholders involved in the project, requiring strong project governance to ensure adherence to scope, schedule, and budget.
2. Need for comprehensive project plan including integration testing plan: As it is a complex integrated system with multiple stakeholders at different locations, there must be robust project plan focusing on interface (re)design, testing strategy, training, and change management.
3. Synergies with Applicant (Civilian) Livescan System (ALS): Once implemented, the Department may apprise the Operations Cluster and ISD of the vendor performance and the feedback on the new solution. Currently, ISD manages ALS contract with another vendor, different from CBS. ISD may take this feedback into consideration when the ALS contract is due for renewal.

PREPARED BY:



JAGJIT DHALIWAL, DEPUTY CHIEF INFORMATION OFFICER

11/19/2019

DATE

APPROVED:



WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

11/19/2019

DATE



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
DATAWORKS PLUS, LLC
FOR
Criminal Booking System (CBS)
Solution

79015

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- Attachment A.2 Solution Requirements
- Attachment A.3 System Interfaces
- Attachment A.4 Equipment Locations and Inventory
- Attachment A.5 Project Control Document
- Attachment A.6 Business Attire Guidelines
- Attachment A.7 Sample Equipment Set-up Diagrams
- Attachment A.8 Booking Number Request Sample Flow Chart
- Attachment A.9 Sample Booking Forms
- Attachment A.10 County NIST Data Types
- Attachment A.11 ABSM Overview
- Attachment A.12 Sample CBS Graphic Interface
- Attachment A.13 Sample CBS-ABSM Login + Tiered Booking Approval Workflow
- Attachment A.14 Hardware and Software Delivery List and Specification Sheet

Exhibit B Pricing Schedule

- Schedule B.1 Optional Work Schedule

Exhibit C Service Level Agreement

- Schedule C.1 Information Security Requirements
- Schedule C.2 Compliance with Encryption Requirements
- Schedule C.3 Application Security Requirements
- Schedule C.4 Solution Response-Time Requirements

Exhibit D Contractor's EEO Certification

Exhibit E County Administration

Exhibit F Contractor Administration

Exhibit G Acknowledgement, Confidentiality and Assignment Agreement

Exhibit H Jury Service Ordinance

Exhibit I Safely Surrendered Baby Law

Exhibit J Request for Proposals (RFP) 555-SH (Incorporated by Reference)

Exhibit K Contractor's Proposal (Incorporated by Reference)

AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES
AND
DATAWORKS PLUS, LLC
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

This Agreement is entered into this 10th day of December, 2019 by and between the County of Los Angeles, a political subdivision of the State of California (hereinafter “County”), and DataWorks Plus, LLC, a limited liability company organized under the laws of South Carolina, located at 728 North Pleasantburg Drive, Greenville, SC 29607 (hereinafter “Contractor”) (hereinafter collectively also the “parties”).

RECITALS

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, qualifications and staffing to provide to County the Work contemplated by this Agreement; and

WHEREAS, County is authorized by, inter alia, California Government Code sections 26227 and 31000 to contract for goods and services, including the Work contemplated herein; and

WHEREAS, County issued a Request for Proposals (hereinafter also “RFP”) for the provision, implementation, maintenance and support of a Criminal Booking System (hereinafter “CBS” or “System”) solution (hereinafter “Solution” or “CBS Solution”) for the Los Angeles County Sheriff’s Department (hereinafter “Sheriff” or “Department”); and

WHEREAS, Contractor has submitted a proposal to County for the provision, implementation, maintenance and support of the CBS Solution, based on which Contractor has been selected for recommendation for award of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for good and valuable consideration, County and Contractor agree as follows:

1 APPLICATION DOCUMENTS

1.1 INTERPRETATION

The provisions of this document (hereinafter “Base Agreement”), along with Exhibits A, B, C, D, E, F, G, H, and I including all Attachments and Schedules thereto, attached hereto, and Exhibits J and K, not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as the “Agreement”. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, and any amendments thereto, and then to the Exhibits, Attachments and Schedules according to the following descending priority:

79015

Exhibit A – Statement of Work

- Attachment A.1 – Deliverable Acceptance Process
- Attachment A.2 – Solution Requirements
- Attachment A.3 – System Interfaces
- Attachment A.4 – Equipment Locations & Inventory
- Attachment A.5 – Project Control Document
- Attachment A.6 – Business Attire Guidelines
- Attachment A.7 – Sample Equipment Set-up Diagrams
- Attachment A.8 – Booking Number Request Sample Flow Chart
- Attachment A.9 – Sample Booking Forms
- Attachment A.10 – County NIST Data Types
- Attachment A.11 – ABSM Overview
- Attachment A.12 – Sample CBS Graphic Interface
- Attachment A.13 – Sample CBS-ABSM Login + Tiered Booking Approval Workflow
- Attachment A.14 – Hardware and Software Delivery List and Specification Sheet

Exhibit B – Pricing Schedule

- Schedule B.1 – Optional Work Schedule

Exhibit C – Service Level Agreement

- Schedule C.1 – Information Security Requirements
- Schedule C.2 – Compliance with Encryption Requirements
- Schedule C.3 – Application Security Requirements
- Schedule C.4 – Solution Response-Time Requirements

Exhibit D – Contractor’s EEO Certification

Exhibit E – County Administration

Exhibit F – Contractor Administration

Exhibit G – Confidentiality and Assignment Agreement

Exhibit H – Jury Service Ordinance

Exhibit I – Safely Surrendered Baby Law

Exhibit J – Request for Proposals (Incorporated by Reference)

Exhibit K – Contractor’s Proposal (Incorporated by Reference)

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, whether singular or plural, shall have the particular meanings set forth below whenever such terms are used in this Agreement.

1.3.1 Acceptance

The term “Acceptance” shall mean County’s written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests and any Work Orders, provided by Contractor to County pursuant to this Agreement.

1.3.2 Acceptance Criteria

The term “Acceptance Criteria” shall mean criteria for County’s Acceptance of Contractor’s Work under this Agreement, including any Work Orders executed hereunder.

1.3.3 Acceptance Test

The term “Acceptance Test” shall mean any of the tests of the Solution conducted by Contractor with County's assistance where applicable, including, but not limited to those specified in Exhibit A (Statement of Work).

1.3.4 Additional Products

The term “Additional Product(s)” shall mean additional components of System Software, System Hardware or Livescan Equipment, and related Documentation, that Contractor may provide upon County’s request therefor in accordance with Paragraph 5.1.4 (Optional Work) in order for the System to meet existing or future Solution Requirements specified by County, which will update Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule). Once accepted and approved by County, Additional Products shall become part of, and be deemed, Products for the purpose of this Agreement.

1.3.5 Additional Software

The term “Additional Software” shall mean additional applications or licenses, and related Documentation, that Contractor may provide as part of Additional Products upon County’s request therefor in accordance with Paragraph 5.1.4 (Optional Work). Once accepted and approved by County, Additional Software shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.6 Agreement

The term “Agreement” shall have the meaning specified in Paragraph 1.1 (Interpretation).

1.3.7 Amendment

The term “Amendment” shall mean a written instrument prepared and executed by authorized representatives of each of the parties, which revises and/or adds terms and conditions to this Agreement affecting the scope of Work, Term, payments or any term or condition. All Amendments shall be approved and executed by authorized representatives of the parties in accordance with Paragraph 4.3 (Amendments).

1.3.8 Application Modifications

The term “Application Modification(s)” shall mean Programming Modifications, Software Updates, Additional Software and any Replacement Products, and related Documentation, that may be provided by Contractor to County under this Agreement. Once accepted and

approved by County, Application Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.9 Application Software

The term “Application Software” shall mean the Licensed Software and Application Modifications thereto, and related Documentation, licensed, provided, developed, implemented, maintained and/or supported by Contractor as part of the Solution in accordance with the requirements under this Agreement.

1.3.10 Base Agreement

The term “Base Agreement” shall mean and refer to the terms, conditions and other provisions specified in this document, as further defined in Paragraph 1.1 (Interpretation) above.

1.3.11 Baseline Application

The term “Baseline Application” shall mean Application Software, and related Documentation, licensed, provided and implemented by Contractor pursuant to this Agreement as part of the Solution Implementation to meet some or all Solution Requirements.

1.3.12 Board of Supervisors; Board

The terms “Board of Supervisors” and “Board” shall mean the Los Angeles County Board of Supervisors, which is the governing body of County.

1.3.13 Business Continuity (Disaster Recovery)

The term “Business Continuity (Disaster Recovery)” shall have the meaning as described in Paragraph 4.4 of Exhibit C (Service Level Agreement).

1.3.14 Business Day

The term “Business Day” shall mean any day of eight (8) working hours from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

1.3.15 CBS Solution

The term “CBS Solution” shall have the same meaning as the term “Solution”.

1.3.16 Change Notice

The term “Change Notice” shall mean a written instrument prepared and executed by County’s Project Manager identifying any change requested by County, including for acquisition of Optional Work using Pool Dollars, which does not affect the scope of Work, term, payments or any term or condition of this Agreement. Any Change Notice shall be executed and delivered in accordance with Paragraph 4.2 (Change Notices).

1.3.17 Change Order

The term “Change Order” shall mean a Change Notice for provision of Optional Work using Pool Dollars.

1.3.18 Client Environment

The term “Client Environment” shall mean and refer to the computers, including all work stations, equipment, devices and peripherals together with all associated Operating Software and Application Software connected to the Production Environment for accessing and using the Solution, including all associated System Hardware and System Software.

1.3.19 Confidential Information

The term “Confidential Information” shall mean any data or information, in any format, including County data, County Materials, System data, sensitive financial information, proprietary information and any other information that otherwise may be deemed confidential by applicable Federal, State or local law or pursuant to the terms of this Agreement, as further specified in Paragraph 18 (Confidentiality and Security).

1.3.20 Configurations

The term “Configuration(s)” shall mean the customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of this Agreement upon County’s election as part of Solution Implementation or in the form of Programming Modifications as part of Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County.

1.3.21 Contract Sum

The term “Contract Sum” shall mean the total monetary amount authorized to be payable by County to Contractor under this Agreement, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever by Contractor.

1.3.22 Contractor’s Key Staff

The term “Contractor’s Key Staff” shall have the meaning as described in Paragraph 3.2 (Approval of Contractor’s Staff).

1.3.23 COTS

The term “COTS” shall mean “commercial off the shelf” when used with software.

1.3.24 County

The term “County” shall mean the County of Los Angeles, California, including its Sheriff’s Department and all other departments governed by the County Board of Supervisors.

1.3.25 County Materials

The term “County Materials” shall mean information, data, plans, schedules including project and work schedules, departmental procedures and processes, diagrams, reports, records and any other information or Work products originated from or created solely for County through Contractor’s work pursuant to this Agreement and any County data, County’s Confidential Information and System data, whether provided by County or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product, as further specified in Paragraph 16.1 (County Materials).

1.3.26 Customizations

The term “Customization(s)” shall mean customizations or other modifications to the Application Software, and related Documentation, that may be provided by Contractor during the term of this Agreement upon County’s election as part of Solution Implementation or Optional Work in order for the Solution to meet existing or future Solution Requirements specified by County. Once accepted and approved by County, Customizations shall become part of, and be deemed, Application Software for the purpose of this Agreement.

1.3.27 Data Conversion

The term “Data Conversion” shall mean and refer to tasks and deliverables associated with the Solution Migration and conversion of County’s existing data as part of Solution Implementation services, as further specified in Paragraph 2.47 (Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance) of Exhibit A (Statement of Work).

1.3.28 Deficiency; Deficiencies; Defect(s)

The terms “Deficiency(ies)” and “Defect(s)”, whether singular or plural, shall mean any of the following: any malfunction, error or defect in the design, development, implementation, materials, and/or workmanship; any failure to meet or comply with or deviation from Solution Requirements, Specifications, County approved deliverables, any published and/or mutually agreed upon standards or any other representations or warranties by Contractor under this Agreement regarding the Solution; and/or any other problem which results in the Solution, or any component thereof, not performing in compliance with the provisions of this Agreement, including but not limited to the Specifications and Solution Requirements.

1.3.29 Deficiency Credits

The term “Deficiency Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to correct a Solution Deficiency, including but not limited to Unscheduled Downtime or Solution Performance Deficiency, within a prescribed period of time depending on the Severity Level of such Deficiency, as further specified in Paragraph 5.2.1 (Problem Correction Priorities) of Exhibit C (Service Level Agreement).

1.3.30 Deliverable; deliverable

The terms “Deliverable” and “deliverable” shall mean items and/or Services provided or to be provided by Contractor under this Agreement, including any numbered Deliverables set forth in Exhibit A (Statement of Work).

1.3.31 Department

The term “Department” shall mean the Los Angeles County Sheriff’s Department.

1.3.32 Detailed Work Plan

The term “Detailed Work Plan” shall have the meaning specified in Paragraph 2.1.8 (Detailed Work Plan) of Exhibit A (Statement of Work).

1.3.33 Disaster

The term “Disaster” shall mean a catastrophic event that results in significant or potentially significant Unscheduled Downtime or disruption of the Production Environment and requires Contractor to provide Disaster Recovery as specified in Exhibit C (Service Level Agreement) and/or Exhibit A (Statement of Work).

1.3.34 Disabling Device

The term “Disabling Device” shall mean any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to County or any User or which could alter, destroy or inhibit the use of the

Solution or any component, or the data, as further specified in Paragraph 12.1 (General Warranties).

1.3.35 Dispute Resolution Procedure

The term “Dispute Resolution Procedure” shall have the meaning specified in Paragraph 51 (Dispute Resolution Procedure).

1.3.36 Documentation

The term “Documentation” shall mean any and all written and electronic materials provided or made available by Contractor under this Agreement, including, but not limited to, documentation relating to software, hardware and equipment specifications and functions, training course materials, Specifications including Solution Requirements, technical manuals, handbooks, flow charts, technical information, reference materials, user manuals, operating manuals, quick reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Solution and/or applicable components. Electronic documentation shall be in software formats acceptable to County.

1.3.37 Effective Date

The term “Effective Date” shall mean the date of execution of this Agreement is entered into by County and the authorized representative(s) of Contractor, as stated in the preamble of this Agreement.

1.3.38 Final Acceptance

The term “Final Acceptance” shall mean County’s acceptance of full Solution Implementation consistent with the requirements hereunder at all Equipment locations, as evidenced by County’s written approval in accordance with the terms of this Agreement of the designated Deliverable under Exhibit A (Statement of Work).

1.3.39 Go Live; Production Cutover

The terms “Go-Live” and “Production Cutover” shall mean the cutover of the Solution to the Production Environment for any of the Phases pursuant to Exhibit A (Statement of Work).

1.3.40 Hardware Upgrade

The term “Hardware Upgrade” shall mean any addition to, or replacement of any component of the Solution Hardware, available or made available subsequent to the first Go Live of the Solution, in order to comply with Attachment A.2 (Solution Requirements), Schedule C.4 (Solution Response-Time Requirements), Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and/or any of the specifications set forth in this Agreement.

1.3.41 Holdback

The term “Holdback” shall have the meaning specified in Paragraph 9.6 (Holdback).

1.3.42 Implementation Period

The term “Implementation Period” shall mean the period from the Effective Date of this Agreement through the Solution’s Final Acceptance by County.

1.3.43 Initial Term

The term “Initial Term” shall have the meaning specified in Paragraph 7 (Term).

- 1.3.44 **Interface**
The term “Interface” shall mean the set of software mechanisms used for the transfer of electronic data and/or software commands among and between computer systems including the Solution and any Interfaced system, networks, applications, modules and users, and related Documentation, previously provided or to be provided by Contractor to County during the term of this Agreement as part of Solution Implementation or Optional Work.
- 1.3.45 **License**
The term “License” shall mean the terms and conditions granting County, Participating Agencies and their Users rights to the Solution Software licensed by Contractor under this Agreement, as specified in Paragraph 10.2 (License).
- 1.3.46 **Licensed Software**
The term “Licensed Software” shall mean pre-developed Application Software components licensed by Contractor to County under this Agreement, and related Documentation, including any pre-developed software and other tools, Additional Software and any Replacements Products.
- 1.3.47 **Livescan**
The term “Livescan” shall mean an inkless, electronic means of capturing fingerprints and other biometric features in a digitized format.
- 1.3.48 **Livescan Equipment**
The term “Livescan Equipment” shall mean and refer to all hardware used for capturing Livescans under this Agreement including the cabinet, personal computers, biometric capture instruments and other peripherals as well as embedded firmware/software, and related Documentation, including Application Software and Operating Software.
- 1.3.49 **Maintenance Period**
The term “Maintenance Period” shall mean the period from Final Acceptance through the end of the Term of this Agreement.
- 1.3.50 **Maximum Fixed Price**
The term “Maximum Fixed Price” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance Paragraph 5.1.4 (Optional Work).
- 1.3.51 **Operating Software**
The term “Operating Software” shall mean the software and other products which may be provided by Contractor or County as part of the Solution Environment, including operating and database software.
- 1.3.52 **Operations, Maintenance & Support; OM&S**
The terms “Operations, Maintenance & Support” and “OM&S” shall mean and include Operations Services, Maintenance Services and Support Services provided by Contractor in accordance with Paragraph 5.1.3 (OM&S) of this Agreement, and as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement).

- 1.3.53 Option Term
As used herein, the term “Option Term” shall have the meaning specified in Paragraph 7 (Term).
- 1.3.54 Optional Work
The term “Optional Work” shall mean Programming Modifications, Professional Services and/or Additional Products that may be provided by Contractor to County during the Term of this Agreement upon County’s request and approval in accordance with 5.1.4 (Optional Work) and identified appropriately in Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule).
- 1.3.55 PAC50
The term “PAC50” - shall mean County’s law enforcement information sharing network, managed by LASD and used by the entire law enforcement community within Los Angeles County. This is a private, secure network which ensures data security for law enforcement-related information in transit between Law Enforcement Agencies.
- 1.3.56 Participating Agency(cies)
The term “Participating Agency” shall mean any agency authorized by County to use this Agreement, including: (i) the Los Angeles County Public Defender, (ii) the Los Angeles County Alternate Public Defender, (iii) the Los Angeles County Juvenile Bar Panel, and (iv) the Los Angeles County Bar Association.
- 1.3.57 Performance Deficiency
The term “Performance Deficiency” shall mean the Solution not meeting any one of the Solution Performance Requirements set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement).
- 1.3.58 Phase
The term “Phase” shall mean and refer to each phase of delivery and installation of Livescan Equipment as part of Solution Implementation.
- 1.3.59 Phase Acceptance
The term “Phase Acceptance” shall mean County’s Acceptance of a Phase operating in Production, as evidenced by written approval in accordance with the terms of this Agreement of the applicable Deliverable under Exhibit A (Statement of Work) for completion of such Phase.
- 1.3.60 Pool Dollars
The term “Pool Dollars” shall mean the amount allocated under this Agreement for the provision by Contractor of Optional Work during the Term of this Agreement.
- 1.3.61 Production Environment
The term “Production Environment” shall mean the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Exhibit A (Statement of Work) for Production Use of the Solution.

- 1.3.62 Production; Production Use
- The terms “Production” and “Production Use” shall mean the actual use of the Solution by County, Participating Agencies and their Users for the performance of their operations commencing upon Go Live.
- 1.3.63 Professional Services
- The term “Professional Service(s)” shall mean and include training, consulting Services, programming and/or other Services requiring professional expertise that Contractor may provide upon County’s request in the form of Optional Work in accordance with Paragraph 5.1.4 (Optional Work).
- 1.3.64 Programming Modifications
- The term “Programming Modification(s)” shall mean modifications to Application Software, including Configurations, Customizations and Interfaces, and related Documentation, that may be provided by Contractor during the term of the Agreement, upon County’s election, in order for the Solution to meet existing or future Requirements specified by County or other governing bodies. Once accepted and approved by County, the product of any Programming Modifications shall become part of, and be deemed, Application Software for the purpose of this Agreement.
- 1.3.65 Project
- The term “Project” shall mean the implementation, operations, maintenance and support for the Criminal Booking System Solution, and any other related Work that may be provided by Contractor in accordance with the terms of this Agreement.
- 1.3.66 Project Control Document; PCD
- The term “Project Control Document” and “PCD” shall have the meaning defined in Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work).
- 1.3.67 Project Review
- The term “Project Review” shall have the meaning defined in Paragraph 2.1.9 (PCD Review) of Exhibit A (Statement of Work)
- 1.3.68 Replacement Product
- The term “Replacement Product” shall mean any software product with which Contractor may replace any or all components of the Licensed Software during the term of the Agreement, as further specified in Paragraph 12.4 (Continuous Product Support).
- 1.3.69 Request for Proposals; RFP
- The terms “Request for Proposals” and “RFP” shall mean County’s Request for Proposals for provision of Work hereunder, incorporated into this Agreement as Exhibit J (Request for Proposals).
- 1.3.70 Resolution Time
- The term “Resolution Time” shall have the meaning as described in Paragraph 5.2 (Resolution of Deficiencies) of Exhibit C (Service Level Agreement).

- 1.3.71 **Response Time**
The term “Response Time” shall have the meaning as described in Exhibit C (Service Level Agreement).
- 1.3.72 **Scheduled Downtime**
The term “Schedule Downtime” shall have the meaning described in Exhibit C (Service Level Agreement).
- 1.3.73 **Security Requirements**
The term “Security Requirements” shall have meaning as described in Paragraph 18.2 (Security).
- 1.3.74 **Service Fees**
The term “Service Fee(s)” shall mean and include the fees to be paid by County to Contractor for the provision of OM&S Services under this Agreement in accordance with the terms of this Agreement, including Exhibit C (Service Level Agreement).
- 1.3.75 **Service Level Agreement; SLA**
The terms “Service Level Agreement” and “SLA” shall mean and refer to the provisions of Exhibit C (Service Level Agreement) including all Schedules thereto.
- 1.3.76 **Service Levels**
The term “Service Level(s)” shall mean Contractor’s service obligations to County during Production Use of the Solution as specified in Exhibit C (Service Level Agreement).
- 1.3.77 **Services**
The term “Services” shall mean Services related to Solution Implementation, OM&S, any Services that are part of Optional Work, and any other Services that may be provided by Contractor under this Agreement.
- 1.3.78 **Severity Level**
The term “Severity Level” shall have the meaning described in Exhibit C (Service Level Agreement).
- 1.3.79 **Software Updates**
The term “Software Update(s)” shall mean and include any additions to and/or replacements to the Solution Software, available or made available subsequent to the first Go Live of the Solution, and shall include all Application Software and Livescan Equipment firmware/software performance and functionality enhancement releases, new Version Releases, Solution Software upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and any other modifications to the Application Software, including but not limited to those required for the Solution to remain in compliance with applicable Federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), with all Attachments and Schedules thereto.

- 1.3.80 **Solution**
The term “Solution” shall mean the combination of the software, hardware, equipment and tools which comprise the Solution Environment, provided by Contractor to County to meet the Solutions Requirements in this Agreement.
- 1.3.81 **Solution Availability**
The term “Solution Availability” shall mean, during a particular calendar month wherein the Solution is not experiencing Scheduled or Unscheduled Downtime, as described in Exhibit C (Service Level Agreement).
- 1.3.82 **Solution Environment**
The term “Solution Environment” shall mean the architectural and operational environment for the Solution provided by Contractor as part of the Solution, and related Documentation, and includes the Livescan Equipment, Production Environment, Test Environment, and Client Environment.
- 1.3.83 **Solution Hardware**
The term “Solution Hardware” shall mean all System Hardware and Livescan Equipment that is part of the Solution provided by Contractor pursuant to the Agreement, and related Documentation all of which are provided, maintained and/or supported by Contractor under this Agreement.
- 1.3.84 **Solution Implementation**
The term “Solution Implementation” shall mean and refer to all goods and Services for implementing the Solution pursuant to Paragraph 5.1.2 (Solution Implementation) of this Agreement.
- 1.3.85 **Solution Migration**
The term “solution migration” shall mean and refer to tasks and deliverables associated with the migration from the County’s existing systems to the solution, as further specified in Exhibit A (Statement of Work).
- 1.3.86 **Solution Performance Requirements**
The “Solution Performance Requirements” are listed in Schedule C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement).
- 1.3.87 **Solution Requirements; Requirements**
The “Solution Requirements” or “Requirements” are listed in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work).
- 1.3.88 **Solution Software**
The term “Solution Software” shall mean all System Software and Livescan Equipment firmware/software that is part of the Solution provided by Contractor pursuant to this Agreement, and related Documentation, including Application Software and Operating Software.
- 1.3.89 **State**
The term “State” means the State of California.

1.3.90 Statement of Work; SOW

The terms “Statement of Work” and “SOW” shall mean the Work to be provided by Contractor pursuant to this Agreement, including Exhibit A (Statement of Work) with all Attachments thereto, which may be identified in terms of Tasks, Subtasks and Deliverables.

1.3.91 System

The term “System” shall mean the hardware, software and data comprising the Solution other than the Livescan Equipment, including but not limited to the System Hardware, System Software and System data, provided by Contractor or County in accordance with the terms of this Agreement.

1.3.92 System Hardware

The term “System Hardware” shall mean all desktop computer workstations, computer servers, networking equipment, connectivity hardware, and storage racks as applicable, and related Documentation, provided by Contractor or County for the Solution.

1.3.93 System Software

The term “System Software” shall mean all Application Software and Operating Software, and related Documentation, provided by Contractor to County as part of the Solution and residing in the Solution Environment, and does not include the Livescan Equipment firmware/software.

1.3.94 Task; task; Subtask; subtask

The terms “Task”, “task”, “Subtask” and “subtask” shall mean one of the areas of work to be performed under this Agreement, including those that may be identified as numbered Tasks and Subtasks in Exhibit A (Statement of Work).

1.3.95 Term

The term “Term” shall have the meaning as defined in Paragraph 7 (Term).

1.3.96 Test Environment

The term “Test Environment” shall mean that component of the Solution Environment set up by Contractor as part of Solution Implementation Services pursuant to Exhibit A (Statement of Work) for non-Production Use of the Solution, including software development, installation, testing of software and Interfaces, and training.

1.3.97 Third-Party Software

The term “Third-Party Software” shall mean any software of third parties that may be provided, maintained and/or supported by Contractor under this Agreement as part of the Solution, including Application Software and Operating Software provided by third parties.

1.3.98 Transition Services

The term “Transition Services” shall have the meaning specified in Paragraph 24.2 (Termination Transition Services).

1.3.99 Unscheduled Downtime

The term “Unscheduled Downtime” shall mean the period during which a Solution component cannot be accessed due to a Deficiency, as further specified in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement).

1.3.100 User

The term “User” shall mean any person authorized by County or applicable Participating Agency to access or use the Solution in accordance with this Agreement.

1.3.101 Version Release

The term “Version Release” shall mean Contractor’s Application Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

1.3.102 Warranty Period

The term “Warranty Period” shall have the meaning described in Paragraph 1.5.17 (Solution Warranty Period) of Exhibit A (Statement of Work).

1.3.103 Work

The term “Work” shall mean any and all tasks, subtasks, deliverables, goods, Services and other work provided, or to be provided, by or on behalf of Contractor pursuant to this Agreement, including Solution components, Solution Implementation Services, OM&S Services, and Optional Work.

1.3.104 Work Order

The term “Work Order” shall mean and refer to any agreed upon work order for provision by Contractor of Optional Work under this Agreement, as further specified in Paragraph 5.1.4 (Optional Work).

1.3.105 Work Product

The term “Work Product” shall mean any intellectual property, including concepts, ideas, methods, methodologies, procedures, processes, know-hows, techniques, inventions, analysis frameworks, software, models, Documentation, templates, user interfaces and screen designs, utilities, routines and tools, that were developed by Contractor prior to performance or independent of this Agreement, as further specified in Paragraph 10.1.4 (Work Product).

2 ADMINISTRATION OF AGREEMENT – COUNTY

2.1 COUNTY ADMINISTRATION

All persons administering this Agreement on behalf of County including County’s Project Director and Project Manager, are listed in Exhibit E (County Administration). Unless otherwise specified, reference to each of the persons listed in such Exhibit E (County Administration) shall also include his/her authorized designee. County will notify Contractor in writing of any change to the names and/or addresses in County Administration.

No member of County Administration is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Changes to Agreement).

2.1.1 County’s Project Director

County’s Project Director will be responsible for ensuring that the objectives of this Agreement are met. County’s Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County’s Project Director shall also include a designee.

2.1.2 County's Project Manager

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Agreement are met. County's Project Manager will interface with Contractor's Project Manager on a regular basis. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to technical, business and operational standards and requirements of this Agreement. Unless specified otherwise, County's Project Manager shall be the designee of County's Project Director.

2.2 COUNTY PERSONNEL

All County personnel, and by extension all Participating Agency personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, Project Plan and performance hereunder are based solely on the work of Contractor's personnel, except as may otherwise be expressly provided in this Agreement.

3 ADMINISTRATION OF AGREEMENT – CONTRACTOR

3.1 CONTRACTOR ADMINISTRATION

All persons administering this Agreement on behalf of Contractor, including Contractor's Project Director and Project Manager, are listed in Exhibit F (Contractor Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit F (Contractor Administration), shall be adults who are fully fluent in both spoken and written English. Contractor shall notify County in writing of any change to the names and/or addresses of Contractor Administration.

Contractor's Project Director

Contractor's Project Director shall be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Agreement. Contractor's Project Director shall meet and confer with County's Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work) regarding the overall scope of the project. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Director and Contractor's Project Director.

Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 3.4 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager on a regular basis and shall be available during Business Days between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, or as otherwise required by County and this Agreement, for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Director. Contractor's Project Manager shall meet and confer with County's Project Director on a regular basis, at least weekly or as otherwise required by County, to review project progress and to discuss project coordination. Such meetings shall be conducted in person or via teleconference at a time and place as agreed to by County's Project Manager and Contractor's Project Manager.

3.2 APPROVAL OF CONTRACTOR'S STAFF

- 3.2.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 3.2.2 County shall have the right to approve or disapprove each member, or proposed member, of the Contractor's key staff prior to and during their performance of any Work hereunder, as well as so approving or disapproving any proposed deletions from or other changes in such Contractor's Key Staff. County's Project Manager, in his/her reasonable discretion, may require replacement of any member of the Contractor's key staff, including Contractor's Project Director and Project Manager, performing, or offering to perform Work hereunder. Contractor shall provide county with a resume of each such proposed initial Contractor's key staff member and a proposed substitute and, upon County's request, an opportunity to interview such person prior to his/her performance of any work hereunder. Contractor shall have thirty days from the date of County's written request to replace such staff.
- 3.2.3 In addition, Contractor shall provide to County's Project Director an executed Confidentiality and Assignment Agreement (Exhibit G) for each member of the Contractor's Key Staff performing Work under this Agreement on or immediately after the effective date, but in no event later than the date such member of the Contractor's key staff first performs Work under this Agreement.
- 3.2.4 Contractor's Key Staff providing on-site Services at the Participating Agencies shall adhere to the business attire guidelines in Attachment A.6 (Business Attire Guidelines) to Exhibit A (Statement of Work).
- 3.2.5 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting the Contractor's Key Staff. Contractor shall promptly fill any Contractor's Key Staff vacancy with personnel having qualifications at least equivalent to those of the Contractor's Key Staff member(s) being replaced.
- 3.2.6 In the event Contractor should ever need to remove any member of the Contractor's Key Staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with any member of the Contractor's Key Staff during the Term of this Agreement, Contractor shall replace such person with another to County's satisfaction.
- 3.2.7 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3 BACKGROUND AND SECURITY INVESTIGATIONS

- 3.3.1 All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Any and all fees associated with obtaining the background information shall be borne by Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 3.3.2 County may immediately, in its sole discretion, deny or terminate facility access to any Contractor's staff, including subcontractor staff, who do not pass such background investigation(s) to the satisfaction of County and/or whose background or conduct is incompatible with County's facility access.
- 3.3.3 Disqualification, if any, of Contractor's staff, including subcontractor staff, pursuant to this Paragraph 3.3 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

3.4 REPORTS BY CONTRACTOR

In addition to any reports required elsewhere under this Agreement, including Exhibit A (Statement of Work), in order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor shall provide to County's Project Manager, as frequently as may be requested by County's Project Manager, but in no event more frequently than weekly, written reports which shall include, at a minimum, the following information:

1. Period covered by the report;
2. Summary of project status as of reporting date;
3. Overview of the Work provided during the reporting period;
4. Progress status of each Work component scheduled for the reporting period;
5. Issues/problems encountered, proposed resolutions and projected completion dates for problem resolution;
6. Status of contractually defined deliverables, milestones and walk-throughs scheduled in the Project Schedule;
7. Action items and decisions from the previous meeting;
8. Planned activities for the next two reporting periods; and
9. Any other information which County may from time-to-time require.

3.5 RULES AND REGULATIONS

- 3.5.1 During the time when Contractor's employees, subcontractors or agents are at County facilities, including those of Participating Agencies, such persons shall be subject to the applicable rules and regulations of County or Participating Agency. To the extent possible, County Project Director will provide Contractor with a copy, or electronic access to, the Department's Manual of Policy & Procedures (MPP). Contractor shall review and understand all sections of the MPP, especially those pertaining to employee conduct and behavior.
- 3.5.2 It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, including business attire guidelines, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate.
- 3.5.3 If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Work upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County

premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Work.

3.5.4 Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and shall continue uninterrupted Work hereunder.

3.6 CONTRACTOR'S STAFF IDENTIFICATION

3.6.1 All Contractor staff, including subcontractors and agents, who successfully complete a background investigation, as set forth in Paragraph 3.3 (Background and Security Investigations), will be issued a photo identification badge by the Department. Contractor staff will prominently display this identification badge on the upper part of the body when entering any location, including its location grounds, as shown in Attachment A.4 (Equipment Locations & Inventory), or County facility and grounds, as instructed by the County Project Manager.

3.6.2 Contractor shall notify County within one Business Day when staff is terminated from Work under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from Work under this Agreement.

3.6.3 If County requests the removal of Contractor's staff, Contractor shall be responsible to retrieve and immediately destroy Contractor staff's County photo identification badge at the time of removal from work under this Agreement.

3.6.4 Contractor will be responsible for costs associated with any lost or stolen identification badge(s).

4 CHANGES TO AGREEMENT

4.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4 (Changes to Agreement). Any changes to this Agreement, including any portion of the Work provided under this Agreement, shall be accomplished only as provided in this Paragraph 4 (Changes to Agreement).

4.2 CHANGE NOTICES

For any change requested by County which does not materially affect the scope of Work, term, payments or any term or condition of this Agreement, or for any change requiring expenditure of Pool Dollars, a written notice of such change (hereinafter "Change Notice") shall be prepared by the Department and provided by County's Project Director to Contractor for acknowledgment or execution, as applicable, prior to commencement of any Work relating to such Change Notice, including any Optional Work. Change Notices requiring the expenditure of Pool Dollars shall require Contractor to prepare a written quotation that is the basis of the Change Notice, and written approval of County's Project Director with concurrence of County Counsel. County's Project Director shall be authorized on behalf of the County to approve Change Notices that do not require the expenditure of Pool Dollars.

4.2.1 Addition/Deletion of Equipment

1. For the addition or deletion of equipment quantities before completion of Solution Implementation (see Paragraph 5.1.5(1)) County and Contractor shall execute a Change

Notice to update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work). Contractor agrees that any updates to quantities in Attachment A.4 (Equipment Locations & Inventory) require a Change Notice, and shall be invoiced at the equipment unit prices stated in Exhibit B (Pricing Schedule).

2. For the addition or deletion of equipment quantities after CBS Solution Acceptance, County and Contractor shall execute a Change Notice to update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) pursuant to Paragraph 5.1.2 (2).

4.2.2 Technology Refresh Implementation

To implement any Technology Refresh (see Paragraph 5.1.6), County and Contractor shall execute a Change Notice or Amendment. Upon completion, Contractor shall update Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) pursuant to Paragraph 3.1.2(4) (Livescan-Related Equipment at the Participating Agencies) of Exhibit C (Service Level Agreement).

4.3 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which materially affects the scope of Work, Term, payments, or any term or condition included in this Agreement, an Amendment to this Agreement shall be executed by the Contractor and County Board of Supervisors.

Notwithstanding the foregoing, the Sheriff or authorized designee is specifically authorized to issue Agreement non-renewal notices for the Option Terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of County to: (i) add and/or update terms and conditions as required by County's Board of Supervisors or the Chief Executive Office and (ii) effect assignment of rights and/or delegation of duties as required under Paragraph 19 (Prohibition Against Assignment And Delegation).

4.4 PROJECT CONTROL DOCUMENT

Pursuant to Paragraph 2.1 (Task 1 – Project Planning – Project Control Document (PCD)) of Exhibit A (Statement of Work), Contractor shall deliver to County a Project Control Document (PCD), which includes a Detailed Work Plan (DWP). The DWP will be derived from all Work relating to Solution Implementation Services and, to the extent necessary, throughout the Term of the Agreement, as described in Paragraph 2.1.9.4 of Exhibit A (Statement Work). The PCD is incorporated into this Agreement as Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work).

Changes to the PCD shall be made upon mutual agreement, in writing, by County's Project Director and Contractor's Project Director by Change Notice or otherwise, provided that County's Project Director's and Contractor's Project Director's agreement to alter the Project Schedule PCD shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.3 (Amendments) above.

4.5 EXTENSIONS OF TIME

- 4.5.1 Notwithstanding any other provision of this Paragraph 4 (Changes to Agreement), and to the extent that extensions of time for Contractor's performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in his/her sole discretion, may grant Contractor extensions of time in writing for the Work listed in Attachment A.5 (Project

Control Document) to Exhibit A (Statement of Work), provided such extensions do not exceed a total of ninety calendar days beyond the agreed-to Final Acceptance date for the Solution as documented in Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work).

4.5.2 In such event, and prior to granting such extension of time, County will initiate a formal Project Review pursuant to Paragraph 2.1.9 (PCD Review) of Exhibit A (Statement of Work). In like manner, County will initiate a formal Project Review for each subsequent ninety day extension thereafter. Each Project Review may result in 1) an assessment of the project's progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of this Agreement.

4.6 FACSIMILE

Except for the parties' initial signatures to this Agreement or any Amendment, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on any Change Notice or any Amendment prepared pursuant to this Paragraph 4 (Changes to Agreement) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to any such Change Notice or Amendment to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

5 WORK

In exchange for County's payment to Contractor of the applicable fees arising under the Agreement and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all Work set forth in this Agreement, including Exhibit A (Statement of Work), including but not limited to all components of the Solution, Solution Implementation, OM&S, and any Optional Work agreed to by the parties; and (b) grant to County the License to all Software and the ownership rights to all Hardware included in the Solution, as specified in Paragraph 10 (Ownership and License). Contractor shall perform all such tasks, subtasks, deliverables, goods, Services and other Work in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), together with all Attachments and Schedules thereto including Attachment A.5 (Project Control Document), at the applicable rates and prices specified in Exhibit B (Pricing Schedule)

5.1 SCOPE OF WORK

5.1.1 Solution Components

Contractor shall provide (i) License to all Solution Software provided hereunder, including but not limited to firmware/software embedded in the Livescan Equipment or residing on the System Hardware, Third-Party Software, Application Software and Application Modifications, and Operating Software, and (ii) ownership and other proprietary rights regarding all Solution Hardware, including but not limited to Livescan Equipment, System Hardware and Hardware Upgrades, all as necessary for the Solution to meet all Solution Requirements and the Specifications under this Agreement as such may be revised during the Term of this Agreement, and in accordance with the provisions of Paragraph 10 (Ownership and License) and this Agreement.

5.1.2 Solution Implementation

Contractor shall provide Solution Implementation Services, including but not limited to System Environment setup, Equipment and Software installation, hosting services and network connectivity, testing, training, Programming Modifications, and any other Services through Final Acceptance of the Solution, as required for the successful implementation of the Solution, and as specified in Exhibit A (Statement of Work) and elsewhere in this Agreement.

5.1.3 OM&S

Contractor shall provide to County and the Participating Agencies, OM&S Services in accordance with this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) and any schedules and attachments thereto. OM&S obligations shall commence upon the Go Live of each Phase of Solution implementation and shall continue through the Maintenance Period of each Phase, through Final Acceptance of the Solution and until the termination or expiration of this Agreement.

County will pay Contractor Service Fees for provision by Contractor to County of OM&S Services commencing upon Final Acceptance, as provided in Exhibit B (Pricing Schedule). Service fees, including all components thereof, shall not exceed the amounts specified in Exhibit B (Pricing Schedule).

5.1.4 Optional Work

1. Upon County's written request and execution of a Change Notice pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including Programming Modifications, Additional Products, and Professional Services in accordance with this Paragraph and Exhibit A (Statement of Work). Programming Modifications and Additional Products shall only include those products and services relating to the requirements which were not reflected in the Specifications and/or Solution Requirements on the Effective Date, as determined by County's Project Director or authorized designee.
2. Upon County's request, and Contractor's concurrence to provide the Optional Work, Contractor shall provide to County within ten Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order including, if necessary, any supporting documentation, and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor's quotation for Optional Work shall be valid for at least ninety days from submission. Contractor shall commence the Optional Work following agreement by the parties, with respect to such Scope of Work and the Maximum Fixed Price, utilizing a Change Notice pursuant to Paragraph 4.2 (Change Notices) above. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement of such Optional Work, Schedule B.1 (Optional Work Schedule) to Exhibit B (Pricing Schedule), shall be updated accordingly to add the items of such completed and approved Optional Work.
3. Upon completion by Contractor and approval by County of Optional Work, (i) any Programming Modifications and/or Additional Products provided by Contractor in the form of Optional Work shall become part of and be incorporated into the Solution; (ii) additional Hardware shall become part of and be incorporated into the Hardware that is part of the Solution Environment; and (iii) Solution Requirements and Specifications shall

be updated to include the new and/or updated requirements and specifications as a result of such Optional Work.

4. Optional Work may be performed by Contractor at: 1) at no additional cost to County as part of Solution Implementation or OM&S, or 2) the applicable pricing terms set forth in Exhibit B (Pricing Schedule), payable by County utilizing Pool Dollars. Absent an Amendment in accordance with Paragraph 4 (Changes to Agreement), the Pool Dollars are the aggregate amount available during the Term of this Agreement for Optional Work.
5. Any Optional Work provided by Contractor shall not cause an increase in the OM&S fees under this Agreement.
6. Any Change Notice and resultant Work Order executed pursuant to this Paragraph 5.1.4 (Optional Work) prior to the expiration of this Agreement, shall survive the Agreement as though the Agreement remained in full force and effect. The expiration of the Agreement shall not relieve Contractor of its obligation to perform Optional Work resulting from such Work Order.

5.1.5 Addition And Deletion Of Hardware

1. Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) before completion of Solution Implementation [see Paragraph 2.48 (Deliverable 13 - CBS Solution System Implemented and Final Acceptance Completed) of Exhibit A (Statement of Work)], as solely determined by County Project Manager, requires a Change Notice. Any added hardware shall be invoiced at the equipment unit prices stated in Exhibit B (Pricing Schedule).
2. Contractor agrees that any addition or deletion of hardware in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work) after CBS Solution Acceptance [see Paragraph 2.48 (Deliverable 13 - CBS Solution System Implemented and Final Acceptance Completed) of Exhibit A (Statement of Work)], requires a Change Notice. Any added hardware after final acceptance shall be invoiced at the lowest available market price plus a not-to-exceed handling fee of 15%.

5.1.6 Technology Refresh

1. County and Contractor agree, during the Term of this Agreement but not before the end of the third year of the Agreement following Final System Acceptance, to conduct a hardware/software replacement (Technology Refresh) for all or any subset of, the Solution components as determined by the County Project Director in accordance with the Technology Refresh Implementation Strategy [see Paragraph 2.1.14 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)]. The Technology Refresh is intended to update key solution components with the most contemporaneous and advanced technologies currently available.
2. The cost for the Technology Refresh will be borne by County by means of an executed Change Notice. Contractor shall secure the lowest possible pricing for the Technology Refresh, minus any bulk purchase discounts, plus a not-to-exceed 15% markup for handling (e.g. purchasing and administration, setup/configure at the livescan locations, and removal of old replacement hardware). The not-to-exceed 15% markup is calculated based on actual equipment/software costs prior to the inclusion of sales/use tax. County makes no guarantee that the Technology Refresh will occur, nor does County guarantee that the Technology Refresh will be conducted in one single deployment during the Term of this Agreement.

3. The Technology Refresh Strategy shall be devised to minimize disruption to County operations. Notwithstanding, County and Contractor agree that any experienced downtime resulting from the Technology Refresh shall not be subject to Remedies [see Paragraph 6 (Remedies) of Exhibit C (Service Level Agreement)], provided Contractor is fully compliant with the processes described in the Technology Refresh Implementation Strategy [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)].

5.2 TESTING OF WORK

Contractor shall conduct all appropriate testing of the Solution before providing any Work hereunder, including Optional Work, to ensure the Solution's continued compliance with all Solution Requirements set forth in this Agreement, that the Solution is free of any material Deficiencies and that the Optional Work meets the requirements of the applicable Work Order. Such Solution tests shall test, among others, the Solution's functionality, integration and interfacing, volume endurance, System performance, and user acceptance.

5.3 INTEGRATION/INTERFACING

From time to time, Contractor may be responsible for developing and incorporating into the Solution, Application Modifications, including Programming Modifications and Additional Software, in the form of Optional Work. If such Application Modifications are to be integrated and/or interfaced with other software, equipment and/or systems provided by Contractor or at the direction of Contractor, the Application Modifications shall not be deemed accepted by County until the Application Modifications and such other systems have been successfully integrated and interfaced, as applicable, and accepted by County in accordance with the terms of this Agreement. For example, if Contractor is to provide a Solution consisting of multiple modules or that includes enhancements to the Solution as part of the Optional Work, County's acceptance of the Solution, any individual module or enhancement shall not be final until County accepts all of the Application Modifications and modules or enhancements integrated and interfaced together as a complete Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Agreement. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated or used with the Solution.

5.4 APPROVAL OF WORK

All Tasks, Subtasks, Deliverables, and other Work provided by Contractor under this Agreement must have County's written approval by County's Project Director or designee in accordance with Attachment A.1 (Deliverable Acceptance Process) to Exhibit A (Statement of Work). In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Work not approved by County.

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor.

5.5 NO OFFSHORE WORK

Contractor warrants (i) that all Services shall be performed and rendered within and from within the United States, and (ii) that Contractor shall not transmit or make available any of

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County's Confidential Information, County's intellectual property or any County property, including County Materials, to any entity or individual outside the continental United States.

Specifically, no Programming Modifications for County, including Customizations, Configurations and Interfaces, may be developed or provided by personnel on behalf of Contractor outside or from outside the United States. Contractor may perform Services relating to standard product development or revisions, as long as such Services are provided without, or do not require, access to County's Confidential Information, County's intellectual property or any County property including County Materials, outside or from outside the United States.

6 PROJECT PLANNING

6.1 Contractor shall implement the Solution in accordance with the Detailed Work Plan set forth in Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work), developed and delivered pursuant to Paragraph 2.1.8 (Detailed Work Plan) of Exhibit A (Statement of Work). The Detailed Work Plan shall, at a minimum, include the following items:

1. Deliverable Number;
2. Description;
3. Due date;
4. Milestone achieved;
5. Associated or Dependent Deliverable; and
6. Any other items reasonably required by County under this Agreement.

6.2 DELIVERABLE MILESTONES

6.2.1 Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work) shall specify certain critical Deliverables as "milestones", as determined by County.

6.2.2 A milestone shall be deemed completed for purposes of this Paragraph 6.2 (Deliverable Milestones) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Work required for completion of such milestone are completed and delivered to County, and thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work).

6.2.3 The determination of whether a Deliverable milestone has been completed, and the date upon which such Deliverable was approved, shall be made by County's Project Director as soon as practicable in accordance with Paragraph 5.4 (Approval of Work) after County is informed by Contractor that such Deliverable has been completed, and is given all the necessary information, data and documentation to verify such completion.

6.2.4 Approval of Deliverables will not be unreasonably withheld or delayed by County. County will use reasonable efforts to provide the necessary assistance to Contractor for Contractor to meet the due dates specified in the Project Schedule.

7 TERM

7.1 The Term of this Agreement shall commence upon the Effective Date, and shall expire six years following Final Acceptance unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").

7.2 At the end of the Initial Term, County may, at its sole option, extend the Term of this Agreement for four one-year periods (hereinafter each an "Option Term"), subject to, among others, County's right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Agreement providing for early termination of this

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Agreement by County. County shall be deemed to have exercised each extension Option Term automatically, without further act, unless, no later than thirty days prior to the expiration of the Initial Term, or current Option Term as applicable, County notifies Contractor in writing that it elects not to extend this Agreement pursuant to this Paragraph 7 (Term). If County elects not to exercise an Option Term to extend at the end of the Initial Term, this Agreement shall expire.

- 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 this Agreement Term extension option.
- 7.4 As used throughout this Agreement, the word “Term” when referring to the Term of this Agreement shall include the Initial Term and the Option Terms, to the extent County exercises its extension options pursuant to this Paragraph 7 (Term).

7.5 NOTICE OF EXPIRATION

Contractor shall notify County when this Agreement is within six months from the expiration of the Term. Upon occurrence of this event, Contractor shall send written notification to County’s Project Director at the address set forth in Exhibit E (County Administration).

8 CONTRACT SUM

8.1 MAXIMUM CONTRACT SUM

- 8.1.1 The Maximum Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Services and other Work required or requested by County under this Agreement.
- 8.1.2 The Maximum Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Seventeen Million, Five Hundred Twelve Thousand, Three Hundred Ninety-Two Dollars and Eighty-Nine Cents (\$17,512,392.89), as further detailed in Exhibit B (Pricing Schedule), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County’s and Contractor’s authorized representative(s) pursuant to Paragraph 4 (Changes to Agreement).
- 8.1.3 The Maximum Contract Sum under this Agreement shall provide for all authorized payments County may make to Contractor for any and all Work provided by Contractor under this Agreement, including all Solution components, Solution Implementation Services, OM&S and any Optional Work.
- 8.1.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent of the Contract Sum, including the Pool Dollars expenditures, authorized under this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County’s Project Director at the address set forth in Exhibit E (County Administration).

8.2 SOLUTION IMPLEMENTATION

8.2.1 Cost of Solution Implementation

County will reimburse Contractor for the cost of Solution Implementation, which shall include, but not be limited to, all goods and Services for implementing the Solution, e.g. Solution Environment setup, installation of the Livescan Equipment and System Hardware, Licenses for the Solution Software, installation of Solution Software, Solution Migration and Data Conversion, Acceptance Tests, training and any other Work provided by Contractor

hereunder and pursuant to Exhibit A (Statement of Work). All payments by County to Contractor for Solution Implementation shall be divided among the Deliverables as set forth in Exhibit B (Pricing Schedule).

8.2.2 Credits to County

1. Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Paragraph 8.2.2 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.
2. County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise, in the total amount of Five Hundred Dollars for each day after the due date for each and every occasion upon which a payable Deliverable identified in Attachment A.5 (Project Control Document) to Exhibit A (Statement of Work) as a "milestone" has not been completed by Contractor within fifteen days after the due date. Notwithstanding the foregoing, County shall not demand any credit from Contractor for delays which are a result of delays caused by acts or omissions of County, nor for any delays regardless of cause that may otherwise be approved in writing by County's Project Director or designee in his/her sole discretion. All of the foregoing credits shall apply separately, and cumulatively, to each milestone in the Project Schedule. A determination whether County shall assess credits due pursuant to this Paragraph 8.2.2 (Credits to County) shall be made by County's Project Director in his/her sole discretion.
3. A Deliverable shall be deemed completed for purposes of this Paragraph 8.2.2 (Credits to County) and Paragraph 8.2.6 (Termination) on the earliest date that all of the tasks, subtasks, deliverables, goods, Services and other Work required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, Services and other Work required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Paragraph 5.4 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, Services and other Work in accordance with the terms hereof.
4. For purposes of this Paragraph 8.2.2 (Credits to County) and Paragraph 8.2.3 (Termination), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director or designee as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

8.2.3 Termination

In addition to any other remedies available to County under this Agreement, if any Deliverable identified as a milestone is not completed within thirty days after the applicable due date set forth in the Project Schedule and thereafter is not approved in writing by County

pursuant to Paragraph 5.4 (Approval of Work), other than as a result of delays caused solely by acts or omissions of County, and unless County's Project Director and Contractor's Project Director have otherwise agreed in writing prior to such date scheduled for completion to extend such due date pursuant to Paragraph 4.5 (Extension), then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Paragraph 20 (Termination for Default) or for convenience in accordance with Paragraph 21 (Termination for Convenience), as determined in the sole discretion of County.

8.3 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either: (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the Work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

8.4 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the Services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding such reduction in payment obligations shall be provided within thirty calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Work set forth in this Agreement.

9 INVOICES AND PAYMENTS

9.1 INVOICES

Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule): (i) for Solution Implementation, broken down by Deliverables, payable following completion by Contractor and approval by County of each such Deliverable; (ii) for OM&S, the quarterly fee to be paid in arrears for Service fees commencing upon Final Acceptance; and (iii) for Optional Work pursuant to a Change Notice or Amendment, as applicable, following Contractor's completion and County's written approval of the Optional Work. The actual price expended by Contractor for such Optional Work using Pool Dollars, shall not exceed the Maximum Fixed Price quoted for such Optional Work.

9.1.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Exhibit E

(County Administration) as County's Project Manager at the address specified in such Exhibit E (County Administration).

9.1.2 Invoice Details

Each invoice submitted by Contractor shall indicate, at a minimum:

1. Agreement Name and Number;
2. The tasks, subtasks, deliverables, goods, Services or other Work for which payment is claimed, including Solution Implementation Deliverables, OM&S Services and any Optional Work;
3. The price of such tasks, subtasks, deliverables, goods, Services or other Work calculated based on the pricing terms set forth in Exhibit B (Pricing Schedule) or the Work Order including the Maximum Fixed Price, as applicable;
4. If applicable, the date of written approval of the tasks, subtasks, deliverables, goods, Services or other Work by County's Project Director or designee;
5. Indication of any applicable withhold or Holdback amounts for payments claimed or reversals thereof;
6. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
7. If applicable, a copy of any required Acceptance Certificates signed by County's Project Director and/or County's Project Manager; and
8. Any other information required by County's Project Director or designee.

9.1.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 9.1 (Invoices), which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

9.1.4 Invoice Discrepancies

County's Project Director will review each invoice for any discrepancies and will, within thirty days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty days of receipt of County's notice of discrepancies and disputed charges. If County's Project Director or designee does not receive a written explanation for the charges within such thirty day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure set forth in this Agreement.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to County's Project Manager with a copy to County's Project Director at the addresses specified in Exhibit E (County Administration).

9.2 DELIVERY OF SYSTEM SOFTWARE

It is in the intent of the parties that if any System Software or Documentation provided by Contractor under this Agreement, including any product of OM&S Services and any Optional Work, is delivered to County, such System Software and Documentation shall be delivered (i) in an electronic format (e.g., via electronic mail or internet download) or (ii) personally by Contractor staff who shall load such System Software and Documentation onto County's hardware, but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County.

Any System Software and Documentation that is provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on System Software Components and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

9.3 SALES/USE TAX

The Contract Sum shown in Paragraph 8 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Solution components and other Work provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, any product of Solution Implementation, OM&S Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

9.4 PAYMENTS

Provided that Contractor is not in default under any provision of this Agreement, County will pay all invoice amounts to Contractor within thirty days of receipt of invoices that have not been disputed in accordance with Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or other penalty on any late payment.

9.5 COUNTY'S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to

Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Work.

9.6 **HOLDBACK**

County shall withhold an amount equal to ten percent (10%) of each Deliverable invoice submitted by Contractor under this Agreement (Holdback) and approved by County pursuant to Paragraph 5.4 (Approval of Work), for all Work including Solution Implementation, as further specified in Exhibit B (Pricing Schedule) as may be amended from time to time.

The cumulative amount of such Holdbacks shall be due and payable to Contractor upon Final Acceptance, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraphs 9.1.4 (Invoice Discrepancies), 9.5 (County's Right to Withhold Payment) and any partial termination of any Task, Subtask or Deliverable set forth in Exhibit A (Statement of Work) as provided herein.

9.7 **DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Agreement with 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).

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 A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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.

At any time during the duration of this Agreement, a 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.

10 OWNERSHIP AND LICENSE

10.1 **SOLUTION OWNERSHIP**

10.1.1 Solution Environment

Contractor acknowledges that County or the rightful owner owns all Solution Environment components, including Livescan Equipment, Solution Hardware, and all software provided by County; with Contractor or the rightful owner retaining ownership of all Solution Environment components provided by Contractor, as further specified in Attachment A.14 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work).

10.1.2 Application Software

All Application Software provided by Contractor to County pursuant to this Agreement, including Licensed Software and Application Modifications, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner, with which all proprietary rights shall reside and which shall be subject to the terms of the License granted to County pursuant to Paragraph 10.2 (License) below.

10.1.3 Solution Data

All Solution data that is provided or made accessible by County to Contractor, is generated by the Solution or is the product of the Solution provided by Contractor hereunder is and shall remain the property of County.

10.1.4 Work Product

Contractor or the rightful owner shall remain the sole owner of Contractor's Application Software and all derivative works therein (hereinafter collectively "Work Product"). Work Product does not include any County Materials whether previously owned by County or designed or developed by Contractor for County.

10.2 LICENSE

10.2.1 License Grant

Subject to the provisions of Paragraph 10.1 (Solution Ownership), Contractor hereby grants to County a perpetual, irrevocable, non-exclusive license to use the System Software and Work Product, including any related Documentation (hereinafter "License"), by all Users in accordance with the scope set forth in Paragraph 10.2.3 (Scope of License) and subject to the restrictions set forth in Paragraph 10.2.4 (License Restrictions) for the period specified in Paragraph 10.2.2 (License Term). Notwithstanding the foregoing, upon mutual agreement of the parties, County may obtain its own license for any Third-Party Software that may be provided by Contractor as part of the System Environment, the term and scope of which shall be subject to the terms of County's agreement with the provider of such Third-Party Software.

10.2.2 License Term

The License granted under this Agreement shall commence upon the earlier of County's access of any Solution Software component or the Effective Date and shall continue in perpetuity and without regard to the end of the Term of this Agreement, unless otherwise specified herein.

10.2.3 Scope of License

The License granted by Contractor under this Agreement provides County and Participating Agencies with the following rights:

- (1) To use, access, install, integrate with other software, operate and execute the Solution Software in the System Environment on an unlimited number of computers, servers, mobile devices, work stations, local area networks and wide area networks, including web connections, by an unlimited number of Users in the conduct of the business of County or any Participating Agency as provided in this Agreement;
- (2) To use, modify, copy and display the Documentation, including but not limited to the Solution and User manuals and any other specifications or documentation provided or made accessible by Contractor to County and Participating Agencies, as necessary or

appropriate for County and Participating Agencies to enjoy and exercise fully the rights granted under this Agreement and the License granted hereunder;

- (3) To permit third party access to any Solution components and Documentation, including Solution Software, or any part thereof, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License, including for the provision of OM&S Services including Software Updates, Application Modifications, Professional Services and other business use or support of the Solution Software as contemplated by this Agreement; provided, however, without limiting County's and Participating Agencies' rights under this Paragraph 10.2.4(4) (License Restrictions), County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 10.2.4(4) (License Restrictions) unless and until the occurrence of any one of the Release Conditions; and
- (4) Pursuant to Paragraph 52 (Assignment by County), to reproduce and use a reasonable number of copies of the Solution Software provided by Contractor: (i) by County, Participating Agencies and permitted assignees, for archive and backup purposes; and (ii) by County and Participating Agencies, for use by permitted assignees so long as all copies of the Solution Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

10.2.4 License Restrictions

County acknowledges and agrees (i) that the System Software provided by Contractor to County under this Agreement, including related Documentation, is the confidential and copyrighted property of Contractor, or its licensors, and all rights therein not expressly granted to County are reserved to Contractor, or its licensors, as applicable; and (ii) that Contractor, or its licensors, shall retain all proprietary rights in and to the foregoing. Subsequently, the License to the System Software provided by Contractor hereunder is limited by the restrictions set forth in this Paragraph 10.2.4 (License Restrictions). Accordingly, County will not:

1. Reverse engineer, disassemble or decompile the Application Software provided by Contractor;
2. Transfer, sublicense, rent, lease, convey or assign (unless resulting from an Agreement assignment under Paragraph 52 (Assignment by County)) the System Software provided by Contractor;
3. Copy or reproduce the System Software provided by Contractor in any way except as reasonably necessary for backup, archival or business continuity purposes and as specified in Paragraph 10.2.3(3) (Scope of License);
4. Use the System Software provided by Contractor on a timesharing, service bureau, subscription service or rental basis for any third party; or
5. Remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on, or during the use of, the System Software provided by Contractor.

11 SYSTEM ACCEPTANCE

11.1 ACCEPTANCE TESTS

Contractor, with County's assistance where applicable, shall conduct all Acceptance Tests specified in Exhibit A (Statement of Work) to ensure the Solution's compliance with the requirements set forth in this Agreement, including but not limited to Exhibit A (Statement of Work), Attachment A.2 (Solution Requirements) and Exhibit C (Service Level Agreement) including all Schedules and Attachments thereto. Such Acceptance Tests shall test, among others, the System's functionality, integration and interfacing, volume endurance and user acceptance. An Acceptance Test shall be completed and ready for payment when Contractor provides to County results of a successful completion of such Acceptance Test and County approves the Acceptance Test in writing.

11.2 PRODUCTION USE

The Solution shall achieve Go-Live for a Project Phase and shall be ready for Production Use when County's Project Director, or his/her designee, approves in writing all Acceptance Tests under Exhibit A (Statement of Work) leading to such Go Live. Contractor's obligations to provide OM&S, as specified in this Agreement, shall commence upon Go Live for each Phase.

11.3 FINAL ACCEPTANCE

The Solution shall achieve Final Acceptance when County's Project Director, or his/her designee, approves in writing the Solution Implementation under Exhibit A (Statement of Work) for all Phases of the Project. In the event the Solution fails to successfully achieve Final Acceptance in accordance with the Project Schedule, Contractor shall provide to County for a diagnosis of the Deficiencies and proposed solution(s) for County's approval and submit the Solution to County for re-testing as required under Exhibit A (Statement of Work). County and Contractor shall agree upon any and all such proposed solutions prior to their implementation.

11.4 FAILED TESTING

- 11.4.1 If County's Project Director makes a good faith determination at any time an Acceptance Test that the Solution as a whole, or any component thereof, has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Paragraph 11.4 (Failed Testing) as "Designated Test"), County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the solution component or the solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component or the Solution to be ready for retesting. Contractor shall notify County's Project Director in writing when such corrections, repairs and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, County's Project Director makes a good faith determination that the Solution component or the Solution again fails to pass the applicable Designated Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or the Solution failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the

solution component or the solution as will permit the Solution component or the System to be ready for retesting.

11.4.2 Such procedure shall continue, subject to County's rights under Paragraph 8.2.3 (Termination), in the event Contractor fails to timely complete any Deliverable identified as a milestone, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Paragraph 20 (Termination for Default) on the basis of such non-curable default. In the event Contractor, using good faith effort, is unable to cure a deficiency by re-performance after two (2) attempts, county and contractor will work together to agree on a mutually acceptable resolution, provided that if County and Contractor cannot agree on a resolution, County may terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

11.4.3 Such a termination for default by County shall be either, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; or (ii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance or desirability to County of the Solution as a whole, the entire Agreement. In the event of a termination under this Paragraph 11.4 (Failed Testing), County shall have the right to receive from Contractor reimbursement of all payments made to Contractor by County under this Agreement for the Solution component(s) and related Deliverables as to which the termination applies or if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more Solution component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

11.5 SYSTEM USE

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and this Agreement, following the Solution implementation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Final Acceptance of the Solution.

12 REPRESENTATIONS AND WARRANTIES

12.1 GENERAL WARRANTIES

Contractor represents, warrants, covenants and agrees that throughout the Term of this Agreement:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this

Agreement, including Exhibit A (Statement of Work), including all Attachments thereto and Solution Requirements.

2. Unless specified otherwise herein, the Solution shall be free from material Deficiencies.
3. The OM&S Service Levels shall not degrade during the Term of this Agreement.
4. Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the Solution or any component through any device, method or means including, without limitation, the use of any “virus”, “lockup”, “time bomb”, or “key lock”, “worm”, “back door” or “Trojan Horse” device or program, or any disabling code, which has the potential or capability of compromising the security of County’s or any Participating Agency’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the Solution or any component to County or any Participating Agency or User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively referred to as “Disabling Device(s)”), which could block access to or prevent the use of the Solution or any component by County, Participating Agencies or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any Solution component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided Solution component to contain any Disabling Device.

In addition, Contractor shall prevent viruses from being incorporated or introduced into the Solution or updates or enhancements thereto prior to the installation onto the Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor’s performance of on-line support.

12.2 STANDARD OF SERVICES

Contractor’s Services and other Work required by this Agreement shall, during the Term of this Agreement, conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s Services or other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor’s sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement). Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the Solution for the purpose of performing Services or other Work under this Agreement or otherwise.

12.3 SYSTEM WARRANTIES AND PROBLEM RESOLUTION

Contractor hereby warrants to County that the Solution shall be free from any and all Deficiencies commencing from Production Use of the System through the Term of this Agreement. All Deficiencies reported or discovered shall be corrected in accordance with Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement) to this Agreement, and shall be at no cost to County beyond the payment of the applicable Maintenance Fees under this Agreement.

Contractor also represents, warrants, covenants and agrees that throughout the Term of this Agreement:

1. All Solution components shall be compatible with each other and, to the extent applicable or required, shall interface with each other; and the Solution components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement.
2. Any Solution enhancements or upgrades shall be backward compatible with any County's standard browser(s) and operating system version(s) operated on County workstations.
3. The Solution, including the System and the Equipment, shall be capable of delivering all of the functionality and meeting all requirements as set forth in this Agreement, including the Solution Requirements, Security Requirements and the Specifications.
4. The Solution shall meet the Solution Performance Requirements within Contractor's control, including but not limited to those relating to Response Time and Solution Availability, as further specified in Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement). All Solution Performance Deficiencies, for the purpose of determining the applicable Deficiency Resolution Time and County remedies, including Service Credits, shall be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee.

12.4 CONTINUOUS PRODUCT SUPPORT

- 12.4.1 In the event that Contractor replaces any or all components of the Application Software with other software modules or components (hereinafter "Replacement Product") during the Term of this Agreement in order to fulfill its obligations under this Agreement and to meet the Solution Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Application Software it replaced. If required by County, Contractor shall provide the necessary training to County and Participating Agencies personnel to utilize the Replacement Product at no cost to County.
- 12.4.2 In the event any or all components of the Application Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement), shall be deemed to have ratified this Agreement, subject to the requirements of Paragraph 19 (Assignment and Delegation/Mergers or Acquisitions). All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product.
- 12.4.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:
 1. Contractor, or its assignee or successor, shall, at no cost to County or Participating Agencies, implement the Replacement Product in the Solution Environment, convert and migrate all of the Solution data from the Application Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
 2. Any prepaid Service Fees for the Solution shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's maintenance and support fees for the same term, the credit balance shall be applied to future Maintenance Fees or returned to County, at County's option;

3. Any and all modules offered separately and needed to match the original Application Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any annual fees;
4. Contractor shall provide to County and Participating Agencies the necessary training for purposes of learning the Replacement Product. Such training shall be provided at no cost to County or Participating Agencies;
5. All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County or Participating Agencies; and
6. The definition of Application Software shall include the Replacement Product.

12.5 WARRANTY PASS-THROUGH

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, any applicable warranty or indemnity offered by any manufacturer of any Solution component or any other Solution product or service provided hereunder, and shall otherwise ensure that the benefits of any applicable warranty or indemnity shall fully extend to and be enjoyed by County.

12.6 REMEDIES

County's remedies under this Agreement for the breach of the warranties set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement), shall include the repair or replacement by Contractor, at its own expense, of the non-conforming Solution components, any other remedies set forth in Exhibit A (Statement of Work) and/or Exhibit C (Service Level Agreement), including assessment of Service Credits and any other corrective measures specified in such Exhibit A (Statement of Work), Exhibit C (Service Level Agreement), and this Agreement.

12.7 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Paragraph 12 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 20 (Termination for Default).

13 **INDEMNIFICATION**

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (hereinafter "County Indemnities") from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from or relating to this Agreement, except for such loss or damages arising from the sole negligence or willful misconduct of County Indemnities'.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 (Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

14 INSURANCE

14.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and Participating Agencies, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 14 (Insurance). These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

14.2 EVIDENCE OF COVERAGE AND NOTICE

14.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured Endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability Policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Agreement.

14.2.2 Renewal Certificates shall be provided to County not less than ten days after renewal of Contractor's policy. County reserves the right to obtain copies of relevant sections of any required Contractor and/or subcontractor insurance policies at any time.

14.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars, and list any County required endorsement forms.

14.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director at the address specified in Exhibit E (County Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

14.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Participating Agencies and their Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with

respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

14.3.1 Cancellation of or Changes in Insurance

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County not less than ten days in advance of cancellation for non-payment of premium and thirty days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

14.3.2 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

14.3.3 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

14.3.4 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

14.3.5 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

14.3.6 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration

and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

14.3.7 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.

14.3.8 Application of Excess Liability Coverage

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

14.3.9 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14.3.10 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

14.3.11 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

14.4 INSURANCE COVERAGE REQUIREMENTS

14.4.1 Commercial General Liability Insurance

Commercial General Liability insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

14.4.2 Automobile Liability Insurance

Automobile Liability Insurance providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

14.4.3 Workers' Compensation and Employers' Insurance

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and thirty days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

14.4.4 Professional Liability/Errors and Omissions Insurance

Professional Liability/Errors and Omissions insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

14.4.5 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property, Contractor's property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

14.4.6 Technology Errors and Omissions

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, and (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by Contractor, with limits of \$10 million.

14.4.7 Privacy/Network Security (Cyber) Insurance

Privacy/Network Security ("Cyber") liability 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, and (5) unauthorized access to or use of computer systems, with limits of \$10 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. The County of Los Angeles, its Special Districts, Participating Agencies, and their Elected Officials, Officers, Agents,

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Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status.

14.5 FAILURE TO MAINTAIN COVERAGE OR PERFORMANCE SECURITY

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance or failure to maintain performance security acceptable to County shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from such breach. Alternatively, County may purchase the required insurance coverage and, without further notice to Contractor, deduct from sums due to Contractor any premium costs advanced by County for such insurance.

15 INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION

- 15.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County and Participating Agencies; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County and Participating Agencies are entitled to use the Solution without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's and Participating Agencies' use of the Solution (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County, Participating Agencies and their Users of the Solution in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information or other rights of any third party.
- 15.2 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, Participating Agencies and their elected and appointed officers, employees, agents and volunteers (collectively referred to for purposes of this Paragraph 15 as "County") from and against any and all liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the System (collectively referred to for purposes of this Paragraph 15 as "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15.2 shall be conducted by Contractor and performed by counsel selected by Contractor. County will provide Contractor with information, reasonable assistance and authority to defend or settle the claim. Notwithstanding the foregoing, County and Participating Agencies shall have the right to participate in any such defense at their sole cost and expense.

- 15.3 County will notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Solution or affected component(s) thereof, or part(s) thereof, to the same extent of County's and Participating Agencies' License or ownership rights under this Agreement; or (ii) to the extent procuring such right to use the Solution is not commercially reasonable, replace or modify the Solution or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined by County and Contractor until the Solution and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Paragraph 15.3 "Remedial Act(s)").
- 15.4 Failure by Contractor to provide and complete the Remedial Acts described in Paragraph 15.3 above shall constitute a material breach of this Agreement, upon which County shall be entitled to terminate this Agreement for default pursuant to Paragraph 20 (Termination for Default).

16 PROPRIETARY CONSIDERATIONS

16.1 COUNTY MATERIALS

Contractor agrees that County or Participating Agency, as applicable, shall own all rights, title and interest, including all copyrights, patent rights, trade secret rights and other proprietary rights therein, in and to all information, data, plans, schedules including Project Plan and Project Schedule, departmental procedures and processes, algorithms, diagrams, reports, working papers, documents, training materials, records and any other information or work products originated or created solely for County or Participating Agency, as applicable, through Contractor's work pursuant to this Agreement and any County or Participating Agency data whether provided by County or Participating Agency or otherwise accessible or generated by Contractor or the Solution, excluding the Work Product and Licensed Software provided by Contractor and related Documentation (collectively "County Materials"). Contractor, therefore, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

During and for a minimum of five (5) years subsequent to the term of this Agreement, Contractor shall retain all of Contractor's working papers prepared under this Agreement, including to the extent necessary the County Materials. County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are reasonably necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

16.2 TRANSFER TO COUNTY

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County or any Participating Agency, as applicable, all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of

rights will be borne by County. Further, County and Participating Agencies shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

16.3 PROPRIETARY AND CONFIDENTIAL

Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL", if applicable.

Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

1. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by any State or Federal law or order of court; or
2. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

17 **DISCLOSURE OF AGREEMENT**

17.1 DISCLOSURE

Contractor shall not disclose any terms or conditions of, or any circumstances or events that occur during the performance of, this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall, to the extent allowed by law or such order, promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County and Participating Agencies to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the Term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director for each such item.

Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 17 (Disclosure of Agreement) shall apply.

17.2 REQUIRED DISCLOSURE

Notwithstanding any other provision of this Agreement, either party may disclose information about the other that: (i) is lawfully in the public domain at the time of disclosure; (ii) is disclosed with the prior written approval of the party to which such information pertains; or (iii) is required by law to be disclosed.

18 CONFIDENTIALITY AND SECURITY

18.1 CONFIDENTIALITY

18.1.1 Confidential Information

Each party shall protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, Solution data, Work Product, Application Software, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Agreement (hereinafter “Confidential Information”), in accordance with the terms of this Agreement and all applicable Federal, State or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Agreement, the term “Confidential Information” shall also include records, materials, data and information deemed confidential by County or the applicable law under Paragraph 3.5 (Rules and Regulations). Each party shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor shall inform all of its officers, employees, agents and subcontractors providing Work hereunder of the confidentiality provisions of this Agreement. Contractor shall ensure that all of its officers, employees, agents and subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of County than the terms of this Agreement, including this Paragraph 18 (Confidentiality and Security) and Exhibit G (Confidentiality and Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

18.1.2 Disclosure of Information

With respect to any of County’s or any Participating Agency’s Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph 18.1.2 “information”), Contractor shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County’s prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to County or maintain such information according to the written procedures provided or made available to Contractor by County for this purpose.

18.1.3 Indemnification

Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their officers, employees, agents and volunteers from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor, its officers, employees, agents or subcontractors to comply with this Paragraph 18 (Confidentiality and Security), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18 (Confidentiality and Security) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or make any admission, in each case, on behalf of County without County's prior written approval.

18.2 SECURITY

18.2.1 System Security

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing as part of the RFP, this Agreement or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the Solution, as further specified in this Agreement and Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement). In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

18.2.2 Solution Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Solution data or any other County data. Contractor shall protect, secure and keep confidential all Solution data in compliance with all Federal, State and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, and Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement), including any breach of the security of the Solution, such as any unauthorized acquisition of Solution data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Solution data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Director. Contractor shall not use Solution data for any purpose or reason other than to fulfill its obligations under this Agreement.

18.3 PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION

Contractor that electronically transmits or stores Personal Information (hereinafter “PI”), Protected Health Information (hereinafter “PHI”) and/or Medical Information (hereinafter “MI”) shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph 18.3, “PI” is defined in California Civil Code Section 1798.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

18.3.1 Encryption Standards – Stored Data

Contractor’s and subcontractors’ workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (e.g. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor’s and subcontractors’ use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County’s Chief Executive Office.

18.3.2 Encryption Standards – Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

18.3.3 Definition References

1. As used in this Policy, the phrase “Personal Information” shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.
2. As used in this Policy, the phrase “Protected Health Information” shall have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
3. As used in this Policy, the phrase “Medical Information” shall have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

18.3.4 Compliance

By executing this Agreement, Contractor (on behalf of itself and any and all subcontractors including County-approved Subcontractors) certifies its compliance with the Policy and the data encryptions requirements specified in this Paragraph 18.3 (Protection of Electronic County Information – Data Encryption) as of the Effective Date of this Agreement, during the Term of this Agreement and for as long as Contractor (or any of its subcontractors) is in

possession of County PI, PHI and/or MI. Such certification shall be evidenced by submission of a completed and signed form set forth in Schedule C.2 (Compliance with Encryption Requirements) to Exhibit C (Service Level Agreement), prior to being awarded this Agreement by the County Board of Supervisors. In addition to the foregoing, Contractor shall maintain any validation or attestation reports that its or its County-approved Subcontractors' data encryption product(s) generate, and such reports shall be subject to audit in accordance with this Agreement. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 18.3 (Protection of Electronic County Information – Data Encryption) shall constitute a material breach of this Agreement, upon which County may terminate or suspend this Agreement, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

18.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the County Board of Supervisors.

18.4 REMEDIES

Contractor acknowledges that a breach by Contractor of this Paragraph 18 (Confidentiality and Security) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 18 (Confidentiality and Security) and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 18 (Confidentiality and Security). The provisions of this Paragraph 18 (Confidentiality and Security) shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the Solution from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the Solution and any Solution data by any cause other than resulting from force majeure or County's sole fault.

19 **ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

Contractor shall not assign its rights and/or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment and/or delegation without such consent shall be null and void. County may exercise or withhold consent in its sole discretion. No assignment and/or delegation shall be effective unless and until there is a duly-executed, written amendment to this Agreement. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against County.

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 this Agreement, such disposition is an assignment requiring the prior consent of County in accordance with the applicable provisions of this Agreement.

Any assumption, assignment, delegation or takeover of any of Contractor's duties, responsibilities, obligations or performance of same by any 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 written approval shall be a material breach of this 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.

20 TERMINATION FOR DEFAULT

- 20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:
1. Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Plan or Project Schedule; or
 2. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
 3. Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
 4. Contractor in performance of Work under this Agreement fails to comply with the requirements of this Agreement, including but not limited to Exhibit A (Statement of Work) and Exhibit C (Service Level Agreement); or
 5. Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement; and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.
- 20.2 If, after County has given notice of termination under the provisions of this Paragraph 20 (Termination For Default), it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).
- 20.3 The rights and remedies of County provided in this Paragraph 20 (Termination For Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21 TERMINATION FOR CONVENIENCE

- 21.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by written notice of termination to Contractor specifying the

extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 20 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

- 21.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly in accordance with Paragraph 24 (Effect of Termination).

22 TERMINATION FOR IMPROPER CONSIDERATION

- 22.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to 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.
- 22.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974 0914 or (800) 544 6861.
- 22.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

23 TERMINATION FOR INSOLVENCY

- 23.1 County may terminate this Agreement, by written notice to Contractor, immediately at any time upon the occurrence of any of the following:
1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
 2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty days;
 3. The appointment of a receiver or trustee for Contractor; or
 4. The execution by Contractor of an assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph 23 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Application Software and related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

24 EFFECT OF TERMINATION

24.1 TERMINATION BY COUNTY

In the event that County terminates this Agreement in whole or in part as provided herein, then:

1. Contractor and County shall continue the performance of this Agreement to the extent not terminated;
2. Contractor shall stop Work under this Agreement on the date and to the extent specified in such notice and provide to County all completed Work and Work in progress, in a media reasonably requested by County;
3. Contractor shall (a) promptly return to County any and all County's and Participating Agencies' Confidential Information, County Materials and any other County or Participating Agency data relating to that portion of the Agreement and Work terminated by County, and (b) destroy all such Confidential Information, County Materials and other County data as required in and in accordance with the provisions of Schedule C.1 (Information Security Requirements) to Exhibit C (Service Level Agreement);
4. County shall pay Contractor all monies due, upon receiving Contractor's invoice(s), in accordance with the terms of this Agreement only for the Work completed and accepted by County pursuant to Attachment A.1 (Deliverable Acceptance Process) to Exhibit A (Statement of Work). Contractor shall not invoice County for, nor have any claim against County for any Work in progress; up to the time of termination;
5. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prorated prepaid Service Fees calculated depending on the date of termination, if applicable;
6. Upon termination by County for default pursuant to Paragraph 20 (Termination for Default) or for insolvency pursuant to Paragraph 23 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, Services and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, Services and other work; and
7. Contractor understands and agrees that County and Participating Agencies have obligations that they cannot satisfy without use of the Solution provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County, Participating Agencies and the entities they

serve. Therefore, Contractor agrees that in the event of any termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new solution, toward the end that there be no interruption of County's or Participating Agencies' day-to-day operations due to the unavailability of the Solution during such transition. Upon written notice to Contractor, Contractor shall allow County, Participating Agencies, or a County-selected contractor a transition period, the length of which shall be determined solely by the County, in consultation with County's selected contractor, for the orderly turnover of Contractor's Agreement activities and responsibilities, without additional cost to County or Participating Agencies.

24.2 TERMINATION TRANSITION SERVICES

Contractor shall assist the County and Participating Agencies in transitioning from the Solution by providing Transition Services, as provided below.

- 24.2.1 Upon the expiration or termination of this Agreement, County may require Contractor to provide Services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services where termination is not pursuant to any breach of Contractor or for insolvency of Contractor, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services.
- 24.2.2 Contractor agrees that in the event that County terminates this Agreement for any breach by Contractor or for insolvency of Contractor, Contractor shall perform all Transition Services as required by County and/or Participating Agencies at no cost to County or such Participating Agency. Contractor shall provide County with all of the Transition Services as provided in this Paragraph 24.2 (Termination Transition Services).
- 24.2.3 The duty of Contractor to provide such Transition Services shall be conditioned on County and Participating Agencies continuing to comply with its obligations under this Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay Contractor the invoiced amounts due and payable hereunder.
- 24.2.4 County shall have the right to seek specific performance of this Paragraph 24.2 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this 24.2 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to County, based on the most recent prices applicable under this Agreement to similar services, will be applied in mitigation of any damages that may be awarded.

25 **INDEPENDENT CONTRACTOR STATUS**

- 25.1 This Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 25.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation and benefits to, or

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on behalf of, all persons performing Work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or performing Work on behalf of Contractor.

- 25.3 The employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.
- 25.4 Notwithstanding the provisions of this Paragraph 25 (Independent Contractor Status), the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

26 SUBCONTRACTING

- 26.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor, specifically, Contractor's Key Staff. The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by Contractor to subcontract any performance of this Agreement without prior approval shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement.
- 26.2 In the event Contractor subcontracts any portion of its performance of this Agreement by the Contractor's Key Staff, Contractor shall provide to County, in writing, a notice regarding such subcontract, which shall include:
1. The reasons for the particular subcontract;
 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 3. A detailed description of the Work to be provided by the proposed subcontractor;
 4. Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
 5. Required County forms including (i) Exhibit F (Contractor's EEO Certification), (ii) Exhibit G (Confidentiality and Assignment Agreement) (iii) Exhibit I (Safely Surrendered Baby Law), and (iii) any other standard County required provisions;
 6. A representation from Contractor that:
 - a. the proposed subcontractor is qualified to provide the Work for which subcontractor is being hired;
 - b. either the proposed subcontractor maintains the insurance required by this Agreement or Contractor has procured and maintains such insurance coverage for the proposed subcontractor;
 - c. either the proposed subcontractor or Contractor shall be solely liable and responsible for any and all of subcontractor's taxes, payments and compensation, including compensation to its employees, related to the performance of Work under this Agreement; and
 - d. either the proposed subcontractor or Contractor shall provide for indemnification of County under the same terms and conditions as the indemnification provisions

of this Agreement, including those specified in Paragraphs 13 (Indemnification) and 15 (Intellectual Property Warranty and Indemnification); and

7. Other pertinent information and/or certifications reasonably requested by County.

26.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.

26.4 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by implication, Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.

26.5 Notwithstanding any other provision of this Paragraph 26 (Subcontracting), Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County or any Participating Agency. Furthermore, subcontracting of any Work under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

26.6 Subcontracting of any Work performed by the Contractor's Key Staff under this Agreement shall not waive County's right to prior and continuing approval of any or all such Contractor's Key Staff pursuant to the provisions of Paragraph 3.2 (Approval of Contractor's Staff), including any subcontracted members of the Contractor's Key Staff. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement.

26.7 Notwithstanding subcontracting by Contractor of any Work under this Agreement, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any Services performed by subcontractors under this Agreement.

26.8 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 26 (Subcontracting) or a blanket consent to any further subcontracting.

27 RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of any Software products loaded on CDs or other computer media, until such items are delivered to and accepted in writing by County as evidenced by County's signature on delivery documents.

28 MOST FAVORED PUBLIC ENTITY

28.1 If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide similar software, service levels, software models, components, goods or Services under similar delivery conditions to the State of California or any county, municipality or district of the State or to any other state, county or municipality at prices

below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 28 (Most Favored Public Entity) by review of Contractor's books and records.

29 RECORDS AND AUDITS

- 29.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent allowed by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor during the term of this Agreement and for a period of five years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within County's borders.
- 29.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 29.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 29 (Records and Audits) shall constitute a breach of this Agreement upon which County may terminate or suspend this Agreement under the terms of Paragraph 20 (Termination for Default).
- 29.4 If, at any time during the Term of this Agreement or within five years after the expiration or termination of this Agreement, representatives of County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

30 COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, 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. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors and listed in the appropriate

Contractor performance database. The report to the Board will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination for Default) or Paragraph 21 (Termination for Convenience), or impose other penalties as specified in this Agreement.

31 CONFLICT OF INTEREST

- 31.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements shall be employed in any capacity by Contractor or have any other direct financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval or ongoing evaluation of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 31.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which do create an unlawful conflict of interest for Contractor. If a party hereafter becomes aware of any facts, which might reasonably be expected to create an unlawful conflict of interest for it, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

32 COMPLIANCE WITH APPLICABLE LAWS

- 32.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- 32.2 Contractor shall indemnify, defend and hold harmless County, Participating Agencies and their elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 32 (Compliance With Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 32.3 Contractor certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law applicable to the Work and Contractor's County-approved Subcontractors' provision thereof. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and compliance with Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractor shall be responsible for any relevant changes in the law, including but not limited to, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by County applicable to the Work and Contractor's County-approved Subcontractors' provision thereof for which Contractor is provided actual or constructive notice. County reserves the right to review Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.
- 32.4 Failure by Contractor to comply with such laws and regulations shall be material breach of this Agreement and may result in termination of this Agreement.

33 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its elected and appointed officers, and employees from any and all third party liability for, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and in the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control, and cooperate with Contractor in, the defense and any related settlement negotiations.

34 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 34.1 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of Exhibit D (Contractor's EEO Certification).
- 34.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 34.4 Contractor herein certifies and agrees, and will re-certify upon County request no more frequently than once per year, that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 34.5 Contractor herein certifies, and will re-certify upon County request no more frequently than once per year, that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
 2. Section 504, Rehabilitation Act of 1973;
 3. Age Discrimination Act of 1975;
 4. Title IX, Education Amendments of 1973, as applicable; and
 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 (Compliance With Civil Rights Laws) when so requested by County.
- 34.7 If County finds that any of the provisions of this Paragraph 34 (Compliance With Civil Rights Laws) have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement at County's option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 34.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of Services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 20 (Termination for Default).

35 RESTRICTIONS ON LOBBYING

35.1 FEDERAL FUNDS PROJECTS

If any Federal funds are to be used to pay for any portion of Contractor’s Work under this Agreement, County shall notify Contractor in writing in advance of such payment and Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all applicable certification and disclosure requirements.

35.2 LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County’s Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement at County’s option, either for material breach under Paragraph 20 (Termination for Default) of this Agreement or for convenience under Paragraph 21 (Termination for Convenience) of this Agreement.

36 EMPLOYMENT ELIGIBILITY VERIFICATION

36.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing Services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

36.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

36.3 Contractor shall indemnify, defend, and hold harmless County, Participating Agencies and their officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Agreement.

37 CONTRACT HIRING

37.1 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

Should Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

37.2 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, 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. County will refer GAIN 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 and DPSS will refer GAIN/GROW job candidates.

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

37.3 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Contractor and County agree that, during the Term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

38 FEDERAL EARNED INCOME CREDIT

If required by applicable law, Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided, in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39 CONTRACTOR RESPONSIBILITY AND DEBARMENT

39.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is County's policy to conduct business only with responsible Contractors.

39.2 CHAPTER 2.202

Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on, County agreements for a specified period of time, which generally will not exceed five years, although may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

39.3 NON-RESPONSIBLE CONTRACTOR

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or

practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

39.4 CONTRACTOR HEARING BOARD

- 39.4.1 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 39.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 39.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 39.4.4 If Contractor has been debarred for a period longer than five years, then Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 39.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting Contractor has been debarred for a period longer than five years, (ii) the debarment has been in effect for at least five years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 39.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

39.5 SUBCONTRACTORS OF CONTRACTOR

The terms and procedures of this Paragraph 39 (Contractor Responsibility and Debarment) shall also apply to subcontractors, consultants and partners of Contractor performing Work under this Agreement.

40 FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of four years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services described in 42 United States Code Section 1395 through any subcontract with a value or cost of Ten Thousand Dollars or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

41 REQUIRED CERTIFICATIONS

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's provision of the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, if required by law, in duplicate, to County's Project Manager at the address set forth in Exhibit E (County Administration).

42 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

43 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

44 WARRANTY AGAINST CONTINGENT FEES

- 44.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 44.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

45 SAFELY SURRENDERED BABY LAW

45.1 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

As required by applicable 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 Surrender 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 Agreement. Additional information is available at <http://babysafela.org>.

45.2 CONTRACTOR'S ACKNOWLEDGMENT 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 County's policy to encourage all County Contractors to voluntarily post County's Exhibit I (Safely Surrendered Baby Law) poster 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 <http://babysafela.org>.

46 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

46.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

46.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 46.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- 46.2.2 For purposes of this Paragraph 46 (Compliance with County's Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate

sum of \$50,000 or more in any twelve month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means forty hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Fulltime employees providing short term, temporary services of ninety days or less within a twelve month period are not considered fulltime for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46 (Compliance with County's Jury Service Program). The provisions of this Paragraph 46 (Compliance with County's Jury Service Program) shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to this Agreement.

- 46.2.3 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 46.2.4 Contractor's violation of this Paragraph 46 (Compliance with County's Jury Service Program) of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

47 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 47.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 47.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 20 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 39 (Contractor Responsibility and Debarment).

49 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

49.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

49.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

50 COUNTY AUDIT SETTLEMENTS

50.1 If, at any time during or after the Term of this Agreement, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit reasonably and accurately find that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If such audit finds County's dollar liability for such Work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

51 DISPUTE RESOLUTION PROCEDURE

51.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 51 (Dispute Resolution Procedure) (such provisions shall be collectively

referred to as the “Dispute Resolution Procedure”). Time is of the essence in the resolution of disputes.

- 51.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder.
- 51.3 Neither party shall delay or suspend its performance during the Dispute Resolution Procedure.
- 51.4 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 51.5 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 51.6 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor’s chief operating officer or designee, and the Department’s chief information officer. These persons shall have ten days to attempt to resolve the dispute.
- 51.7 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 51.8 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 51 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties’ respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 51.9 Notwithstanding the foregoing, in the event of County’s infringement of Contractor’s intellectual property rights under this Agreement or violation by either party of the confidentiality obligations hereunder, the violated party shall have the right to seek injunctive relief against the other without waiting for the outcome of the Dispute Resolution Procedure.
- 51.10 Notwithstanding any other provision of this Agreement, County’s right to seek injunctive relief to enforce the provisions of Paragraph 18 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County’s rights and shall not be deemed to impair any claims that County may have against Contractor or County’s rights to assert such claims after any such injunctive relief has been obtained.

52 ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County’s obligations under this Agreement.

53 NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this

Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System.

54 NON-DISCRIMINATION IN SERVICES

- 54.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 54 (Non-Discrimination In Services), discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.
- 54.2 Contractor shall ensure that recipients of Services under this Agreement are provided Services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

55 UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide Services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (e.g., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.

56 GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. For claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

57 WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

58 AUTHORIZATION WARRANTY

Contractor and County represent and warrant that the person executing this Agreement or any Amendment thereto, on its behalf is an authorized agent who has actual authority to bind it to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor and County have been fulfilled to provide such actual authority.

59 VALIDITY AND SEVERABILITY

59.1 VALIDITY

The invalidity of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

59.2 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

60 NOTICES

60.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten days prior written notice thereof to the other party.

60.2 To County, notices shall be sent to the attention of County’s Project Manager and County’s Project Director at the respective addresses specified in Exhibit E (County Administration).

To Contractor, notices shall be sent to the attention of Contractor’s Project Manager at the address specified in Exhibit F (Contractor Administration), with a copy to Contractor’s Project Director.

60.3 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 60 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.2 (Approval of Contractor's Staff).

61 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Agreement is to be interpreted fairly as between them and is not to be strictly construed against either as the drafter or otherwise.

62 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

63 CAPTIONS AND PARAGRAPH HEADINGS

Captions and Paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement. If there is a conflict when referencing a Paragraph in this Agreement, between the Paragraph heading title and its number, the Paragraph heading title shall control.

64 FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes or acts of terrorism, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of the non-performing party.

65 FORMS AND PROCEDURES

All existing forms and procedures used by Contractor in implementation of the provisions of this Agreement are deemed "approved" by County for purposes of this Paragraph 65 (Forms and Procedures). Any new forms and procedures which materially affect Contractor's performance of this Agreement shall be subject to review and approval by County prior to use by Contractor.

66 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

66.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty days after the occurrence.

66.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

67 MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen to perform Work under this Agreement. All of Contractor's employees, subcontractors and agents working at County facilities must be able to communicate in both spoken and written English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

68 NOTICE OF DELAYS

Exception as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five Business Days, give notice thereof, including all relevant information with respect thereto, to the other party.

69 RE-SOLICITATION OF BIDS AND PROPOSALS

69.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and Services delivered or contemplated under this Agreement. County shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

69.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

70 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 70 (No Payment For Services Provided Following Expiration Or Termination Of Agreement) shall survive the expiration or other termination of this Agreement.

71 ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, may be granted access to County and Participating Agency facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County and Participating Agency facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County and Participating Agency facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County and Participating Agency facilities. While present at County and

Participating Agency facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

72 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the applicable County's Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

73 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's Project Director and the Director of County's Internal Services Department, in their discretion.

74 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform Services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his or her physical or mental performance.

75 RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in this project.

76 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

77 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

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 this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement.

78 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that the 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 the 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 the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements and civil liability.

79 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE ON HUMAN TRAFFICKING

Contractor acknowledges that County has established a Zero Tolerance on Human Trafficking Policy 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 any Work under this 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 77 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

80 SURVIVAL

In addition to any provisions in this Agreement which specifically state that they shall survive the termination or expiration of the Agreement, the provisions in the following Paragraphs shall also survive the expiration or termination of this Agreement for any reason:

- 5.4 Approval of Work
- 9.5 County's Right to Withhold Payment
- 10 Ownership and License
- 12 Representations and Warranties
- 13 Indemnification
- 14 Insurance
- 15 Intellectual Property Warranty and Indemnification
- 16 Proprietary Considerations
- 17 Disclosure of Agreement
- 18 Confidentiality and Security
- 24 Effect of Termination
- 29 Records and Audits
- 32 Compliance with Applicable Laws
- 33 Fair Labor Standards
- 36 Employment Eligibility Verification
- 40 Federal Access to Records
- 42 No Third Party Beneficiaries
- 50 County Audit Settlements

56 Governing Law, Jurisdiction and Venue
59 Validity and Severability

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

DATAWORKS PLUS, LLC

By [Signature]
POD PASTORINI
Name
General Manager
Title



COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

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

ATTEST:

CELIA ZAVALA

Executive Officer-Clerk

of the Board of Supervisors

By [Signature]
Deputy

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

79015

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By [Signature]
CAMMY C. DUPONT
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30

DEC 10 2019

[Signature]
CELIA ZAVALA
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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1. General

1.1 Introduction

The Los Angeles County Sheriff's Department ("Department") intends to procure via an open and competitive solicitation, a Criminal Booking System ("CBS") solution ("CBS Solution" or "Solution") which includes:

- Replacing its existing Livescan equipment and software, and central server functionality;
- Interfacing to both internal and external Department systems;
- Providing field booking capabilities from a web browser, on a secured network, which County is calling an Automated Booking Segment Module ("ABSM"); and
- Ability to operate on Department's PAC50 Network.

The Solution software must be based on a Contractor's Commercial Off-the-Shelf ("COTS") software product, and not be custom-developed for Department.

The Department's Los Angeles County Regional Identification System Unit's ("LACRIS") objective is providing and supporting criminal biometric identity solutions within Los Angeles County, including all Department locations as well as all participating law enforcement agencies (also, "Participating Agencies") in Los Angeles County.

1.2 Background

The Los Angeles County Sheriff's Department ("Department") is a law enforcement agency which serves Los Angeles County, California – an area totaling approximately 4,084 square miles with a population of almost 10 million people (2010 U.S. Census). It is the largest Sheriff's Department in the world, with approximately 18,000 employees. Department provides general law enforcement services to 40 contract cities, 90 unincorporated communities, 216 facilities, hospitals, and clinics located throughout the County, nine community colleges, the Metropolitan Transit Authority and 47 Superior Courts. Additionally, Department is responsible for securing approximately 18,000 inmates daily in 7 custody facilities which include provision of food and medical treatment.

Presently, LACRIS and the current Livescan vendor supports 167 Livescan devices and 144 printers at 118 different Participating Agency locations. These Livescan devices however are over 9 years old and nearing their technology end of life. Currently, the County performs 360,000 bookings per year, from all its Participating Agencies, and anticipates a one percent volume increase per year. Department is currently implementing a web-based Automated Booking System ("ABS") so that its deputies can begin a subject's booking entry in the field. The Department's ABS is comparable to a COTS Field Based Reporting System (FBRS). ABS however includes less FBRS functionality; only that used in booking a subject, then integrating that associated data with a Livescan system.

ABS was developed and is being maintained by a vendor (other than the existing Livescan vendor), to support only the Department's stations, and currently interfaces with the Livescan system.

Since preliminary field bookings are closely associated to the more prevalent Livescan device bookings at the Participating Agency locations, the Solution will combine both functionalities. The Solution Requirements includes, as part of the complete Solution, an Automated Booking Segment Module ("ABSM") component. The ABSM will be browser-based, available from any computer device that has internet connectivity from a secure network, and is fully integrated with the Livescan software and CBS Solution.

1.3 Legacy System(s) To Be Replaced

The Solution is intended to replace all the components and functionality of County's current Livescan agreement systems, plus encompass additional functionality and features, as follows:

- 1.3.1 Components and functionality from County's current Livescan agreement system.
 - 1.3.1.1 Livescan devices and peripheral components located throughout the County with current technology as listed in Attachment A.4 (Equipment Locations & Inventory) to this SOW.
 - 1.3.1.2 Livescan software is installed locally on each device at each location.
 - 1.3.1.3 The central computer server hardware and software is located in Department's data center.
 - 1.3.1.4 The interfaces linking the Livescan solution to internal systems and external systems as listed in Attachment A.3 (System Interfaces) to this SOW.

- 1.3.2 Additional functionality and features:
 - 1.3.2.1 Replace the web-based ABS application, currently maintained by a different vendor, and include new functionality for a multi-tiered workflow approval process on the completeness of booking forms that meet the recently released Federal NIBRS reporting standards.
 - 1.3.2.2 Provide a secondary central computer server located in Contractor's data center, or in a CJIS-compliant cloud, with a direct network communication line between the County data center and Contractor's data center.
 - 1.3.2.3 Configure the two central computer server locations to be:
 - 1. Load balanced, where the secondary location contributes to the Solution's acceptable system performance standards; and
 - 2. System redundant, providing seamless system failover.
 - 1.3.2.4 Provide a CBS Test environment, located at the Department data center.
 - 1.3.2.5 Provide additional interfaces to/from not in the present Livescan solution (See Attachment A.3 (System Interfaces) to this SOW).

1.4 Project Goals, and Objectives

1.4.1 Business need or problem – When arresting or taking a subject into custody, Participating Agencies must collect the subject’s biometric identity and document the booking, following Criminal Offense Record Investigation (“CORI”) protocols. The Solution will provide the Participating agencies with Biometric capture equipment, certified by FBI and Cal-DOJ, with technology improvements from the existing legacy system.

1.4.2 Project Objectives –

1.4.2.1 Project implementation of the CBS Solution includes:

1. Replacement of all existing Livescan equipment at the Participating Agency locations, as a phased rollout;
2. Replacement of the central server hardware in Department’s data center, which will be the Solution’s primary site;
3. Business Continuity with a second replicated and redundant central server hardware at a vendor-provided CJIS-Compliant data center at least 250 miles away from downtown Los Angeles, or a CJIS-compliant cloud. This will be the Solution’s secondary site;
4. A direct network communication line from Department’s data center to the vendor-provided data center or cloud;
5. Configuration and customization software solutions including interfaces that will be used for the Solution;
6. Solution test environment housed at the Department’s data center;
7. CBS Solution documentation; and
8. Train-the-trainer (T3) type user training at Department’s Norwalk Offices.

1.4.2.2 Post-implementation of the CBS Solution includes:

1. Ongoing maintenance, preventive maintenance, and support for all components;
2. Additional Livescan Equipment with software when requested by County Project Director, together with maintenance and support;
3. Livescan Equipment teardown, move and reconnect (TMR) services, coordinated with LACRIS technicians when such equipment requires relocation;
4. All Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System (“NIBRS”)) and State mandates;
5. Mid-term in the Agreement, technology refreshes on the following components:
 - a. PC components, including monitor, keyboard and mouse;
 - b. Mugshot cameras
 - c. Iris cameras
 - d. Color printers
 - e. Central server hardware and 3rd party software;

6. Price quotations upon request for Solution post-implementation modifications and accompany documentation;
7. Any and all updates to the CBS Solution documentation;
8. Semi-annual CBS database uploads, from the CBS Production Environment to the CBS Test environment;
9. May include Optional Work, at County's discretion, to provide mobile booking solution including devices and integration;
10. May include Optional Work, at County's discretion, to integrate CBS with a 3rd party mobile booking solution;
11. Refresher T3 type training requested;
12. Any and all updates to the CBS Solution computer-based training tools (e.g., streaming video); and
13. Access to vendor's user conferences.

1.4.2.3 Contractor's responsibilities do not include:

1. Building infrastructure modifications at Participating Agency sites; and
2. Expendable supplies required for daily operation of the Livescan Equipment, such as printer ink cartridges, etc..

1.4.3 Project Goals and Objectives - The objective is to implement a commercial-off-the-shelf Livescan Solution, fully owned by the County under a perpetual license to operate, and fully maintained by the Contractor.

1.4.4 Project Results - Due to the size and complexity of County's implementation the County anticipates a phased-in implementation approach, as agreed to by both County and Contractor, and which will be documented in the Project Control Document, inclusive of resources needed.

1.5 Scope of Work

The Tasks, Subtasks, and Deliverables in this SOW outline the scope of Contractor's work in establishing Commercial off the Shelf (COTS) based Solution. To achieve this, Contractor shall provide the following required Services, as further specified in the Tasks, Subtasks, and Deliverables below:

1.5.1 **Project Planning** – Develop the Project Control Document (PCD).

1.5.2 **Project Management** - Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project tasks and deliverables and establish a project control and reporting system which provides routine and realistic assessments of progress against the approved Project Control Document's tasks and deliverables and the detailed work plan.

1.5.3 **Requirements Review and Gap Analysis** – Solution Requirements are reviewed and finalized to determine the degree of “fit” between the Contractors' Proposed COTS Solution's functionality and the County's Requirements.

- 1.5.4 **Project Review Point** - At the direction of the Department's Office of Technology Planning (OTP) a Project Review of the Requirements Review and Gap Analysis may be conducted especially if there are significant changes to the Scope and/or Project Cost based on the Final Requirements.
- 1.5.5 **Technical Assessment** – The Technical Assessment includes an Infrastructure Readiness Assessment in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.) and the development of a Technical Architecture document.
- 1.5.6 **Implementation Assessment and Strategies** - Strategies for executing the implementation and transition to production based on the findings of the Technical Assessment. The implementation strategies take into consideration the County's organizational and project constraints, while addressing the County's Requirements.
- 1.5.7 **Project Review Point** - At the direction of the OTP, a Project Review of the results of the Technical Architecture and Implementation Assessment may be conducted by the County.
- 1.5.8 **Design Review of Proposed COTS Solution - Final Design**
County's Project Team, as identified in Paragraph 1.6 (Project Governance) will review Contractor's proposed design. As a result of this review and feedback sessions, the Contractor shall document any changes that have resulted from the review process, and develop a Final Design.
- 1.5.9 **Project Review Point** - If there are significant differences between Contractor's Proposed COTS Solution design and the Final Design, the OTP, at its sole discretion, may trigger a Project Review of the Contractor's Final Design.
- 1.5.10 **Contractor's Proposed COTS Solution Customization – Development / Configuration by the Contractor**
While the County is not responsible for the customization (development / configuration) effort, the purpose of this task is to assist the Contractor in ensuring the completed COTS customization effort meets the County's Requirements as specified in the Contractor's proposed COTS Solution, and the agreed-upon Final Requirements and Design now defined as Contractor's customized COTS Solution. At agreed-to points during the customization process, County project staff will review the customizations. These check point reviews determine if the customization (development / configuration) effort is on schedule and meets the County's Final Requirements.
- 1.5.11 **Data Conversion from Legacy System(s)** – As part of the process the Contractor shall develop a Data Conversion plan, perform a test conversion of a representative sample of County's existing data to test the procedures, and upon County's approval, and conduct the initial Data Conversion. The task also includes any applicable ongoing Data Conversion required during implementation, and if necessary, during production.
- 1.5.12 **Testing of Contractor's Customized COTS Solution Software** - The testing process ensures that all components of the Contractor's customized COTS Solution are thoroughly tested and that the Solution consists of high

quality and reliable software. The testing process shall take into account the unique testing requirements of a COTS Solution that is based upon a customized version of an existing COTS Solution.

- 1.5.13 **Training and Documentation** - The training and documentation process shall be designed by the Contractor to ensure that training is planned and delivered. Training materials shall be developed by the Contractor and made available to support on-going training requirements. Contractor shall create and provide all documentation to support user operation (manuals) of the customized COTS Solution, including a Help Desk problem-solving desk reference for the Solution.
- 1.5.14 **Phased Implementation** – As proof of concept that the Contractor’s CBS Solution fully functions, the Contractor shall complete a controlled phased implementation, as enumerated in Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance of this SOW. County’s acceptance of Task 12 (Transition To Production) of this SOW is required prior to transitioning to production.
- 1.5.15 **Transition to Production** – Solution Implementation and Production Cutover - Contractor shall install and implement the configured customized COTS Solution into the Department hardware and operating system environment (data center) and secondary Contractor-provided data center or cloud, as specified in the Technical Architecture Document.
- 1.5.16 **Solution Warranty Period** - Contractor shall provide ninety calendar days of Warranty Support after cutover to production and prior to Contractor achieving Final Acceptance, and demonstrate to County that the Contractor’s customized COTS Solution operates defect free.
- 1.5.17 **Post-Implementation Maintenance and Support** - Contractor shall provide Post-Implementation Maintenance and Support Services as specified in Paragraph 2.49 (Task 14 – Ongoing Post-Implementation Maintenance and Support) of this SOW.
- 1.5.18 **Provide ongoing Training** - The Contractor shall provide ongoing training to County employees, at the option of the County. Ongoing training is included as part of the Post-Implementation Maintenance and Support Services requirement.

1.6 Project Governance

Guidelines for County Project Manager and County Project Team -
This project will be overseen and monitored by ((LACRIS CBS Project Team)).
Provides the organization for the project including:

- a. Technology and Support Division Director;
- b. Project Director LACRIS Manager;
- c. Project Manager LACRIS; and
- d. Project Staff (LACRIS support staff).

1.7 Project Assumptions

This project is being undertaken with the following assumptions:

1.7.1 General Assumptions

- 1.7.1.1 Funding has been budgeted for this project;

- 1.7.1.2 The underlying legal and institutional basis for the business functions will not significantly change during the course of the project;
- 1.7.1.3 Key members of Contractor’s project team will have sufficient experience so that they can provide practical business expertise in discussions with County’s subject-matter experts;
- 1.7.1.4 Livescan devices are assembled and configured off-site at a Contractor-designated location within Los Angeles County or a neighboring county, at no additional cost to the County.
- 1.7.1.5 All Work shall be done at County facilities and/or the locations identified in Attachment A.4 (Equipment Locations & Inventory) to this SOW, unless otherwise authorized in writing by County Project Manager;
- 1.7.1.6 Contractor Project Manager shall be assigned full-time to the project and remain full time until the first full month after cutover to Production Use (actual business use); and
- 1.7.1.7 Deliverables will be reviewed and accepted by County in accordance with Attachment A.1 (Deliverable Acceptance Process) to this SOW.

1.7.2 County Responsibilities

- 1.7.2.1 County Project Manager will coordinate all activities of, information from, and decisions made by County personnel.
- 1.7.2.2 County Project Manager or designee will coordinate obtaining subject-matter expertise (SME).
- 1.7.2.3 County Project Manager or designee will provide clarification on any of the Solution Requirements.
- 1.7.2.4 County will develop and provide business scenarios to Contractor prior to the Gap Analysis process described in Paragraph 2.5 (Task 3 – Requirements Review and Gap Analysis).
- 1.7.2.5 County Project Manager will provide project oversight and coordination of all Contractor activities.
- 1.7.2.6 County will provide Executive sponsorship and user buy-in.
- 1.7.2.7 County will provide where applicable the infrastructure, shared network space, and user workstations required for Contractor’s on-site work. In order for this responsibility to be met, the Contractor shall state what is required for Contractor and must be agreed upon by the County Project Manager.
- 1.7.2.8 County will provide office space and network connectivity for Contractor to work onsite.
- 1.7.2.9 County will provide Contractor with reasonable access to the Legacy system including data, data structure, and data elements, etc.
- 1.7.2.10 County will notify all concerned parties (e.g., Participating Agencies, Department data center Admin) of expected deliveries.
- 1.7.2.11 County Project Manager will coordinate with the Participating Agencies any and all building infrastructure changes needed to accommodate Contractor’s Solution.

- 1.7.2.12 County will coordinate with the Participating Agencies the removal of existing equipment and site preparation if needed (e.g. housekeeping).
- 1.7.2.13 County will use commercially reasonable efforts to timely review Contractor Deliverables, as specified in Attachment A.1 (Deliverable Acceptance Process) to this SOW.
- 1.7.2.14 County will provide to Contractor information needed to design interfaces.

1.7.3 Contractor Responsibilities

Unless otherwise specifically indicated in this SOW the term “Contractor” means and includes the Contractor, its subcontractors, and suppliers.

Contractor shall, under the direction of County’s Project Manager, perform all Tasks, Subtasks, and produce all Deliverables as set forth in this SOW.

Contractor’s responsibilities shall include, but not be limited to:

- 1.7.3.1 Managing all project activities outlined in this SOW, and elsewhere throughout the Agreement.
- 1.7.3.2 Performing all work on-site at County-designated locations during normal business hours (8 a.m. to 5 p.m. (Pacific Time), Monday through Friday, except County holidays) as solely determined by County Project Manager for the Term of the Agreement.
- 1.7.3.3 Procuring all Solution Hardware and all Solution Software, including all 3rd party software licenses.
- 1.7.3.4 Providing all project Documentation in accordance with Attachment A.1 (Deliverable Acceptance Process) to this SOW, or in a form and format as directed by the County Project Manager.
- 1.7.3.5 Providing ongoing post-implementation hardware and software maintenance and operational support for the Solution.
- 1.7.3.6 Attending meetings with all levels of County personnel or designee. While the number of meetings is not quantified, throughout the Term of the resultant Agreement the Contractor is expected to attend meetings as directed by County Project Manager (e.g., LACRIS’ quarterly technology sub-committee meetings with Participating Agencies). The County Project Manager will also inform the Contractor in advance of any documentation required for meetings such as status reports, demonstrations and/or documents.
- 1.7.3.7 Ensuring all Contractor employees pass the Department contractor background check process, obtain and prominently display County-authorized identification badges while at any County-designated location, and adhere to the Contractor staff business attire guidelines specified in Attachment A.6 (Business Attire Guidelines) to this SOW.
- 1.7.3.8 Ensuring all material and equipment required to provide the Services described throughout the Agreement are provided to all Contractor

staff. Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment.

2. Tasks and Deliverables

Unless specified otherwise, all Tasks and Subtasks described in this Statement of Work (SOW) shall be performed by Contractor. Contractor shall conduct all meetings, presentations, demonstrations and training at County designated locations, unless prior approval is granted by the County Project Manager. Contractor shall prepare and deliver all Deliverables described in this SOW, using the Deliverable numbers and titles indicated. The process for receiving, reviewing, and accepting the Deliverables is provided in Attachment A.1 (Deliverable Acceptance Process) to this SOW.

2.1 Task 1 – Project Planning – Project Control Document (PCD)

Each Task to be performed by both the Contractor and the County staff during project implementation and until Final Acceptance shall be specifically addressed in a Project Control Document (PCD). The PCD shall include the general order in which the Tasks and Subtasks will be performed (some tasks may be conducted in parallel) and the order in which the Deliverables will be produced.

Contractor shall develop a PCD, and provide the draft document to County's Project Manager within two weeks after the last project kick-off meeting (Paragraph 2.3.1 (Initiate Project), or as agreed-to by the parties. Unless otherwise agreed to by the parties or required by County, the contents of the PCD shall include, at minimum, the following:

- 2.1.1 Project Scope, Objective, and Critical Success Factors – A brief statement of the scope, objectives, and critical success factors of the project. Periodically throughout the project's implementation phase, as agreed-to by the parties, the Contractor shall review the project scope, objectives, and critical success factors with the County Project Manager, and subsequently update the scope, objectives, and critical success factors.
- 2.1.2 Project Organization, Roles and Responsibilities – Contractor shall develop a hierarchical structure depicting the organization of the project team both Contractor and County, and their reporting relationships, including a description of the primary roles and responsibilities of the project team members and any relevant organizational relationships. The Contractor shall review the project organization, roles, and responsibilities with the County Project Manager, and subsequently update the project organization, roles, and responsibilities at the direction of the County Project Manager.
- 2.1.3 Contractor Assumptions – All Contractor assumptions specified in Contractor's proposal, or otherwise agreed to by the parties shall be updated by the Contractor and reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County's position regarding Contractor's Assumptions. Contractor shall document Contractor's revised Assumptions and obtain County Project Manager's approval.

- 2.1.4 County Assumptions – All County assumptions specified in the Agreement or otherwise agreed to by the parties shall be reviewed. Any issues documented by the Contractor shall be reviewed by the County Project Manager. Notwithstanding the above, County Project Manager shall have sole authority to clarify County’s position regarding County’s Assumptions. Contractor shall document County’s revised assumptions.
- 2.1.5 Communications Plan – Contractor shall develop a communications plan which describes the primary means of communication that will be used throughout the project among team members. In addition, the plan shall discuss document sharing and management. The Contractor shall review the Communications Plan with the County Project Manager and subsequently make any agreed to updates/revisions.
- 2.1.6 Risk Identification and Management Plan – A description of the risk management process, including a tracking mechanism for potential project risks, the probability of those risks occurring, potential impact of those risks and risk mitigation strategies.
- 2.1.7 Quality Control / Management Plan – A quality control and management plan to assure County a consistent high level of service throughout the Term of the Agreement.
- 2.1.8 Detailed Work Plan – The Contractor shall develop a Detailed Work Plan including:
 - 2.1.8.1 A Work Breakdown Structure (WBS) - The WBS shall be in Microsoft Project (Tracking Gantt Chart format) that includes at a minimum: Tasks, Subtasks, Deliverables, milestones, pay points, Task relationships including where applicable finish to start (FS), start to start (SS), finish to finish (FF), and start to finish (SF), critical path, timeline, and resource allocation.
 - 2.1.8.2 Contractor shall prepare the WBS so that every task’s start/end dates are calculated by task duration and task predecessor(s). Work breakdown tasks shall include County’s review and approval process of all Contractor’s documentation.
 - 2.1.8.3 Once approved by County Project Manager, the Detailed Work Plan shall be baselined, with two additional ‘Actual Start’ and ‘Actual End’ Dates columns for monitoring each task/subtask’s progress.
 - 2.1.8.4 Contractor shall provide the WBS as both a Microsoft Project file and PDF file.
- 2.1.9 PCD Review - The PCD is a critical element of County’s Quality Control plan. All negative deviations (project delays) from the original and subsequent versions of the PCD, including the Detailed Work Plan, shall be documented by both the Contractor and County Project Directors utilizing the Change Notice process (Paragraph 4 (Changes to Agreement) of the Agreement).
 - 2.1.9.1 Upon such time the cumulative effect of project delays equals thirty calendar days, a Change Notice shall be processed not later than fifteen calendar days following the last observed delay. In like manner, a Change Notice shall be processed for

each subsequent aggregation of project delays which equals thirty calendar days. Each Change Notice shall identify 1) the delayed Task(s), 2) date of delay, 3) the reason(s) for each delay and 4) the description of the Work impacted.

2.1.9.2 Notwithstanding the County Project Director's authority to process Change Notices for project delays and to grant Contractor extensions of time for Work performed [see Paragraph 4.5 (Extensions of Time) of the Agreement], upon such time the cumulative effect of project delays equals ninety calendar days, County's Project Director will initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department's Office of Technology Planning in consultation with County Counsel. In like manner, County will initiate a formal Project Review for each subsequent ninety day extension thereafter.

2.1.9.3 Each Project Review may result in 1) an assessment of the project's progress to-date, 2) an assessment of the future success of the project, 3) remedial recommendations for continued Work, or 4) a recommendation for termination of the Agreement.

2.1.9.4 Contractor shall, under the direction of County's Project Director, update the PCD throughout the Term of the Agreement. All versions of the PCD to-date, as well as all resultant Change Notices, are subject to review by County at any time.

2.1.10 Business Continuity Strategy – The Solution is a mission critical system requiring 24/7 uninterrupted operations. Contractor shall develop the Business Continuity/Disaster Recovery Strategy in consultation with County Project Manager. The Strategy shall at minimum address the requirements outlined in Paragraph 4.4 (Business Continuity (Disaster Recovery) of Exhibit C (Service Level Agreement).

2.1.11 Documentation Requirements –The final form and format of all documentation and certifications required by the Contractor in this SOW shall be as directed by the County Project Manager. Contractor shall review the documentation requirements with the County Project Manager and subsequently make any agreed-to updates/revisions.

2.1.12 Preventive Maintenance Program – Contractor shall develop the preventive maintenance program in consultation with County Project Manager. The Program shall at minimum address the requirements outlined in Paragraph 3.2 (Maintenance, Preventive Maintenance) of Exhibit C (Service Level Agreement), to assure County a consistently high level of uninterrupted software and hardware operations throughout the Term of the Agreement.

2.1.13 Implementation Failure Fallback Plan – Contractor shall develop the Implementation Failure Fallback Plan in consultation with County Project Manager (see Paragraph 2.12.9 (Transition to Production: Production Cutout Strategy)).

2.1.14 Technology Refresh Implementation Strategy – Contractor shall develop the Technology Refresh Implementation Strategy in consultation with County Project Manager. The Strategy shall be devised to minimize disruption to County operations.

2.2 Deliverable 1 – Completed Project Control Document

Project Control Document – DRAFT

Project Control Document – FINAL

Deliverable 1, The Project Control Document will be reviewed and approved in accordance with the document review process described in Attachment A.1 (Deliverable Acceptance Process) to this SOW.

2.3 Task 2 – Ongoing Project Management

Throughout the Term of the Agreement, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project Tasks and Deliverables, and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved PCD Detailed Work Plan. Contractor shall manage project activities and resources, and track project status. This shall include:

2.3.1 **Initiate Project** - Within two weeks after the Effective Date, Contractor shall review with the County Project Manager the project governance structure (e.g. Project Management Team, Executive Steering Committee, and Advisory Committee), as well as attend the initial project kick-off meeting for:

2.3.1.1 Project team and stakeholders;

2.3.1.2 County's Administration; and

2.3.1.3 Contractor's Administration.

County Project Manager shall advise Contractor if multiple (subsequent) project kick-off meetings are required (e.g., Executive Steering Committee only). Each subsequent project kick-off meeting shall be planned and conducted by Contractor. Contractor shall to create and provide tailored presentation slides and handouts, as directed by the County Project Manager. Contractor shall provide the County Project Manager with presentation materials three Business Days prior to each subsequent kick-off meeting, and update the materials as directed by County. Contractor shall document the outcome of each project kick-off meeting for County Project Manager's review/approval, and incorporate any new information into the PCD.

2.3.2 Participate in Weekly Status Meetings

2.3.2.1 Contractor shall attend and participate in weekly status meetings with County Project Manager and other appropriate attendees. Contractor shall be prepared to discuss in detail the status of the project and major issues. Unless otherwise approved by the County Project Manager,

weekly status meetings shall take place onsite, not via teleconference or video conference. County Project Manager may decide to cancel a particular week's meeting at his or her discretion.

2.3.2.2 Contractor shall establish agendas for these meetings, with the advice and consent of County Project Manager or designee. Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two Business Days prior to the scheduled meetings, and update as directed by County. Contractor shall take and maintain minutes of major discussion points, decisions, action items and their rationale, and updated Issue Tracking Log (ITL) as outlined in Paragraph 2.3.5 (Issue Documentation, Escalation, and Resolution Log), and provide to County Project Manager no later than two Business Days after each meeting.

2.3.2.3 County Project Manager will review and approve the minutes and ITL.

2.3.3 **Monthly Status Reporting and Meetings** - The Contractor's Project Director and Contractor's Project Manager shall attend monthly steering committee meetings in-person and onsite.

2.3.3.1 Contractor shall draft agendas for these meetings, with the advice and consent of County Project Manager or designee, including a written status report summarizing progress against the approved PCD, together with the most current ITL (Paragraph 2.3.5 (Issue Documentation, Escalation, and Resolution Log)). Contractor shall provide County Project Manager or designee the meeting agenda and handouts at least two Business Days prior to the scheduled meetings, and update as directed by County.

2.3.3.2 The Contractor shall provide progress briefings at these meetings. The Monthly Status Report shall cover all activities from the preceding month. The first monthly report is due one calendar month after the Effective Date, unless prior approval is granted by the County Project Manager.

The Status Report shall include the following:

1. Executive Summary – Highlighting key accomplishments and issues;
2. The time covered by the report;
3. Summary of project progress and changes since the previous Monthly Status Report;
4. Work completed during that period;
5. Work scheduled for completion which was not completed;
6. Work expected to be completed during the upcoming period;
7. Status of issues that were reported as open in the previous Status Report;
8. Re-opened issues that had been closed as of the previous Status Report;

9. New issues;
10. Revised PCD when necessary, updated to reflect current project status including an updated Gantt chart in Microsoft Project of current project activities and schedule; and
11. Explanation of what has changed since the previous updated PCD and what has changed since the Baseline

2.3.3.3 Contractor shall take and maintain minutes of major discussion points, decisions, action items, and their rationale.

2.3.3.4 Contractor shall submit the Monthly Status Report to the County Project Manager for review and approval prior to distribution.

2.3.4 **Project Review Meeting** –The Contractor shall attend all Project Review meetings in-person and onsite.

2.3.5 **Issue Documentation, Escalation, and Resolution Log** – The Contractor shall develop an **Issue Tracking Log (ITL)** for tracking project issues in a format mutually agreed upon by both parties.

Contractor shall ensure that the ITL is updated when applicable. Authorized members of County and Contractor project teams shall be able to access the ITL online and view/print information.

2.3.6 **Maintain the PCD** – The Contractor shall regularly update (maintain) the PCD (Paragraphs 2.1.2 -2.1.8) including the Detailed Work Plan (Paragraph 2.1.8) in Microsoft Project as Tasks and Deliverables are completed and/or modified.

2.3.7 **Failure to maintain PCD** – County Project Director in his/her sole discretion may suspend all Work, and initiate a formal Project Review. The Project Review will be conducted by, though not limited to, the Department’s Office of Technology Planning in consultation with County Counsel, in accordance with Paragraph 2.1.9 (PCD Review).

2.4 Deliverable 2 –Ongoing Project Management

- 2.4.1 Project kick-off meeting(s)
- 2.4.2 Monthly meetings (recurring)
- 2.4.3 Weekly meetings (recurring)
- 2.4.4 PCD updates (recurring)

2.5 Task 3 – Requirements Review And Gap Analysis

The Functional and Technical Requirements (Requirements) review and resultant Gap Analysis determines the degree of “fit” between the Contractors’ proposed COTS Solution and the County’s Requirements. County will provide the facility(ies) for conducting the Demonstration and Gap Analysis (Subtask 3.2 – Demonstration and Gap Analysis) Requirements review sessions.

2.6 Subtask 3.1 – Review Requirements With Key Users

The Contractor shall review the Solution Requirements in conjunction with the County Project Manager and key users and/or stakeholders identified by the County Project Manager.

- 2.6.1 Contractor shall plan and conduct no more than three, 4-hour user sessions, and no more than two 4-hour technical feedback sessions to ensure the accuracy and completeness of the Contractor's proposed COTS Solution. Participants will be identified by the County Project Manager and provided to the Contractor Project Manager.
- 2.6.2 The Contractor shall document inconsistencies in the Requirements resulting from the feedback sessions in a Requirements Review Report submitted to and approved by the County Project Manager. The Requirements Review Report shall:
 - 2.6.2.1 List all Requirements where there is an issue/incongruence;
 - 2.6.2.2 Document the discussion about the issue;
 - 2.6.2.3 Document the issue resolution and where applicable, the updated requirement; and
 - 2.6.2.4 Provide a detailed impact statement for each issue.
- 2.6.3 Inconsistencies that impact the project shall be identified by the Contractor and County Project Manager, and reviewed by the County Project Director.
- 2.6.4 Inconsistencies that change the Scope of Work or increase cost will be reviewed by the County Project Director, OTP, County CIO, Sheriff's Contracts Unit, and County Counsel to determine impact.
- 2.6.5 At the discretion of the OTP in conjunction with the County Project Director, the identified inconsistencies may trigger a project review of the Solution Requirements.
- 2.6.6 Upon resolution of the inconsistencies, Contractor shall update the Solution Requirements document and submit to the County Project Director for approval.

2.7 Subtask 3.2 – Demonstration And Gap Analysis

Contractor shall conduct a Gap Analysis to assess the fit between Contractor's proposed COTS Solution's baseline functionality and the updated Requirements. This effort requires a detailed functional walkthrough of the Contractor's proposed COTS Solution based on County's functional (business) scenarios.

- 2.7.1 **Create a Review / Demonstration Environment** - Contractor shall create and configure a CBS demonstration environment of Contractor's proposed Solution. Contractor shall provide all hardware and software for this demonstration environment at no cost to County. Environment components include, but are not limited to:
 - 2.7.1.1 Hardware (central server, and Livescan);
 - 2.7.1.2 Software (Operating System, database management system (DBMS), Contractor's COTS Solution, and any 3rd party software) for Solution review;

- 2.7.1.3 All data necessary to support the demonstration and known Gap Analysis. Based on the Solution Requirements and Legacy system content, Contractor and County shall ensure that data is representative of County's business operations. If necessary, County will provide Contractor with missing representative data; and
- 2.7.1.4 COTS Solution User Manuals and Training Materials.

- 2.7.2 **Provide Demonstration Sessions Scripts and Agenda** - Contractor shall create a draft demonstration agenda and presentation scripts covering all aspects of the Solution, including but not limited to:
 - 2.7.2.1 Introductory overview of Solution's features and functions, and navigation within Contractor's COTS software;
 - 2.7.2.2 System concepts and terminology;
 - 2.7.2.3 Livescan Equipment concepts and methodology;
 - 2.7.2.4 CBS Requirements overview;
 - 2.7.2.5 Functional overview of each Solution module to be reviewed;
 - 2.7.2.6 County-provided business scenarios with Contractor shall demonstrate how proposed COTS Solution will be used to support the County's detailed business Scenarios;
 - 2.7.2.7 System interface concepts and vision;
 - 2.7.2.8 User Manuals and training materials; and
 - 2.7.2.9 County project stakeholders' hands-on use and test exercises, and stakeholders' written feedback on issues, concerns, and recommendations

County Project Manager and Contractor Project Manager shall mutually agree upon each session's demonstration duration. County Project Manager will identify the stakeholder participants, not to exceed ten participants. Demonstration sessions may be divided by CBS Solution modules (e.g., Livescan Equipment booking versus ABSM functionality), as mutually agreed upon by Contractor and County. At least three Business Days prior to the scheduled Demonstration and Gap Analysis meeting(s), Contractor shall provide County Project Manager the draft agenda, presentation scripts and any other handouts, and update as directed by County.

- 2.7.3 **Setup Proposed Livescan Equipment and Demonstration Environment** - Contractor shall set up their proposed General Livescan configuration including peripheral components, and a private server setup or Wi-Fi for demonstrating Contractor's COTS web-based ABSM functionality at LACRIS' Norwalk Office.
- 2.7.4 **Conduct Contractor's Proposed COTS Solution Demonstration / Gap Analysis Sessions** – Contractor shall conduct the proposed COTS solution product demonstrations as structured in Paragraph 2.7.2 (Provide Demonstration Sessions Scripts and Agenda), which includes hands-on use by the stakeholder participants.

During the product demonstration, Contractor shall document stakeholder gap analysis feedback. Upon product demonstration completion, Contractor may remove the Livescan and demonstration equipment established in Paragraph 2.7.3 (Setup Proposed Livescan Equipment and Demonstration Environment) from County premises.

2.7.5 Document and Recap COTS Solution Demonstration / Gap Analysis Sessions –

Contractor shall document the results of the COTS solution demonstration and gap analysis sessions. Documentation for each session shall include, at minimum, the following:

- 2.7.5.1 Requirements Matrix indicating whether each Requirement is:
 - a. Fit – the baseline Contractor’s proposed COTS Solution is demonstrated to fully meet the County’s requirement. Contractor shall document how the Contractor’s proposed COTS Solution is used to meet the requirement;
 - b. Partial Fit – the baseline Contractor’s proposed COTS Solution can be demonstrated to meet only part of the County’s requirement. Contractor shall document how the Contractor’s proposed COTS Solution is used to meet the requirement and describe the functional gap; or
 - c. Gap – the baseline Contractor’s proposed COTS Solution cannot be demonstrated to meet the County’s requirement. Contractor shall document the gap analysis to identify alternatives to address the gap, e.g. software enhancement, procedural change, or both;
- 2.7.5.2 Solution Customizations, including all configurations (table-driven, user interface, security, and workflow), and all development/programming (interfaces, custom-designed modules etc.), required to support County’s Requirements and newly released State and Federal reporting requirements (e.g. NIBRS); and
- 2.7.5.3 Documented issues using the ITL; includes a brief description, target date for resolution, action plan, and party responsible.

2.7.6 Gap Analysis Report shall be developed by the Contractor, and at a minimum shall include:

- 2.7.6.1 County business scenarios;
- 2.7.6.2 Demonstration / Gap Analysis Scripts;
- 2.7.6.3 Demonstration / Gap Analysis session documentation;
- 2.7.6.4 Description of each gap identified, alternatives considered and a recommendation for addressing each identified gap;
- 2.7.6.5 Concept papers for each required software Customization resulting from the Gap Analysis, that describes the functionality of the Customization;
- 2.7.6.6 Impacts to Business Operations – Describe each impact and recommended course of action; and
- 2.7.6.7 Recommendations for proceeding with the project.

The Gap Analysis Report will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

- 2.7.7 **Proposed Changes Document** – Based on the Gap Analysis Report:
 - 2.7.7.1 Contractor shall define, in detail, the recommended customizations to the Contractor’s proposed COTS Solution, to meet the Requirements.
 - 2.7.7.2 County Project Manager shall identify and assess impacts to business operations based on the findings in the Gap Analysis Report.
 - 2.7.7.3 Any agreed-to changes between Contractor and County Project Manager that were not part of Contractor’s original proposal to County which results in additional implementation costs, shall require a formal, executed Change Notice or Agreement Amendment issued by the County and approved by the Contractor, in accordance with the Paragraph 4 (Change to Agreement) of the Agreement.
 - 2.7.7.4 Contractor shall update the PCD to reflect the revised Requirements and corresponding Detailed Work Plan.
- 2.7.8 **Final Requirements Document** – As a result of the Requirements Review and the Gap Analysis, Contractor shall create a Final Requirements (Functional / Business and Technical) Document.

The Final Requirements Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

The Final Requirements Document will replace the Solution Requirements.

- 2.7.9 **Project Review Point – Requirements / Gap Analysis** – At the sole discretion of the County Project Director, as reviewed in conjunction with the OTP, a Project Review of the results of Task 3 (Requirements Review and Gap Analysis) may be conducted by the County.

2.8 Deliverable 3.1 – Completed Requirements Review Report

- 2.8.1 Updated Requirements Document – DRAFT
- 2.8.2 Updated Requirements Document - FINAL

2.9 Deliverable 3.2 – Completed Demonstration And Gap Analysis

- 2.9.1 Demonstration Sessions Scripts and Agenda
- 2.9.2 Solution Demonstration / Gap Analysis Sessions
- 2.9.3 Gap Analysis completed
- 2.9.4 Gap Analysis Report – DRAFT
- 2.9.5 Gap Analysis Report – FINAL
- 2.9.6 Proposed Changes Document – DRAFT
- 2.9.7 Proposed Changes Document – FINAL

2.9.8 Final Requirements Document – DRAFT

2.9.9 Final Requirements Document – FINAL

2.10 Task 4 – Infrastructure And Technical Assessment

Contractor shall conduct a readiness assessment/review of the technical infrastructure of all County locations [see Attachment A.4 (Equipment Locations & Inventory) and Attachment A.7 (Sample Equipment Setup Diagram) to this SOW] for the Contractor’s proposed Solution.

2.10.1 Infrastructure Readiness Assessment – The Contractor shall conduct assessments in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.).

2.10.1.1 Contractor shall conduct site surveys and analyses at all site locations to determine the facilities requirements (e.g., heating, air-conditioning, lighting, electrical power, structural loading and physical access) for the law enforcement agencies housing the replacement Livescan device equipment. Contractor shall coordinate site location visits with LACRIS staff, who will notify site location personnel and accompany the Contractor to each location. Contractor shall review the network configuration at each site location to ensure that the equipment to be installed is compatible with existing network topologies. Contractor shall document all findings including any incompatibilities between the equipment to be installed and the facilities or networks (e.g., lacking wall receptacles to fully power Solution), in determining the readiness of each site for implementation.

2.10.1.2 Contractor shall conduct a site survey of the Department data center, or the location where the central servers supporting the Solution are housed.

2.10.1.3 Contractor shall develop an Infrastructure Readiness Assessment Document that:

- a. Documents the findings from each site location visit, including any required facilities or network modifications required by the County and/or the Participating Agency, recommended by Contractor as corrective actions or site modifications, which may affect the timely and successful implementation of the Solution, including but not limited to, any issues associated with County or Participating Agency hardware (e.g. desktop devices, workstations, laptops, etc.), and/or LAN/WAN.
- b. Includes complete instructions necessary to install and configure the Livescan Equipment and its peripherals, including cabling and network specifications.
- c. Documents the findings from the Department data center site survey, including Contractor-recommended corrective actions (e.g., Contractor providing electrical power strip) site

infrastructure modifications, and/or network upgrades required for the timely and successful installation of the Contractor-provided central server and related components, based on the Solution's transaction volume statistics for the Term of the Agreement.

The Infrastructure Readiness Assessment Document will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

2.10.1.4 Technical Architecture Document - Contractor shall develop a Technical Architecture Document (TAD) which includes an Executive Summary of key findings and recommendations, as well as a summary of all Contractor-provided hardware, software and site modifications needed to achieve the Solution and identifies which modifications do not fall under Contractor's responsibilities. The TAD describes the various technical environments and how they will be deployed to support implementation of the Contractor's proposed Solution including:

1. **Production Hardware and Operating System Software Configuration and Specifications** - Contractor shall size and define the hardware and software configuration and specifications that shall be established for Production. Contractor shall provide the hardware/software specifications in a detailed bill of materials document in a format mutually agreed upon by both parties, which are preliminary and shall be updated as the Production criteria are fully established;
2. **Database Management System (DBMS)** - Contractor shall update the information about the DBMS to be used by the Contractor's proposed Solution, as applicable;
3. **Production Environment at the Department data center site** – appropriately sized for the entire Agreement Term. Contractor shall specify the server rack and rack-mounted servers, and define the hardware and software configuration necessary for supporting:
 - a. The CBS Solution
 - b. The development of Solution software modifications, enhancements, customizations, interfaces, and system reports.
 - c. Integrated system testing for software modifications, interfaces, and reports

- d. The Solution Environment for system acceptance testing (SAT) and user acceptance testing (UAT) prior to Go-Live.
 - e. Training
 - f. Load testing prior to Go-Live to validate system performance
 - g. The Production Environment after Final Acceptance;
4. Production Environment at the Secondary Contractor-Redundant Site - Contractor shall size and define the configuration established for the Contractor-hosted secondary redundant site, which shall support load balancing and perform seamless Solution failover should the primary Department data center become inoperable. Contractor shall define the requirements for dedicated network communications between the primary and secondary site, and define a secondary network communication line (e.g., VPN) when the dedicated network communication line is down;
 5. Test Environment at the Department data center site - Contractor shall specify the servers in the Production server rack, and define the hardware and software configuration necessary for a CBS Test Environment located in the Department data center, taking into consideration points 2.10.1.4.3 a., b. and c. above. The CBS Test Environment shall be a separate set-up from the Production Environment, primarily used after go-live for testing components prior to migrating them to the Production Environment. Testing components include, at minimum:
 - a. System patches and upgrades
 - b. Changes required of existing internal and external interfaces
 - c. Additional Solution modifications including new interfaces and system reports, when requested by County; and
 6. Recommend practices and toolsets - Contractor shall define practices and toolsets used for monitoring system performance and administration, including back-up and recovery, Business Continuity, incident tracking, and user support.

The TAD will be reviewed and approved by the County Project Manager. The Contractor shall make any revisions specified by the County Project Manager.

2.11 Deliverable 4 – Completed Infrastructure And Technical Assessment

- 2.11.1 Infrastructure Readiness Assessment Document - DRAFT
- 2.11.2 Infrastructure Readiness Assessment Document - FINAL
- 2.11.3 Technical Architecture Document - DRAFT
- 2.11.4 Technical Architecture Document – FINAL
- 2.11.5 Bill of Materials Document – DRAFT
- 2.11.6 Bill of Materials Document - FINAL

2.12 Task 5 – Implementation Assessment And Strategies

This Task 5 includes the strategies for the Contractor’s Customized Solution implementation and transition to Production, based on the findings of the Infrastructure Readiness Assessment Document and final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment). The implementation strategies shall take into consideration the County’s organizational and project constraints, while addressing the County’s Final Requirements. The Contractor shall submit a draft of each of the implementation strategies below (Paragraphs 2.12.1 through 2.12.4) for County review as they are prepared.

This Task 5 culminates with the Contractor’s creation of a comprehensive final Implementation Assessment Document (IAD). The final IAD shall open with an Executive Summary that includes key findings and recommendations, and shall include the following strategies and plans:

2.12.1 Software - Contractor’s COTS Solution Customization - Development

/ Configuration Approach - The Contractor shall specify and document the approach and processes for designing and developing software Customizations identified during the Gap Analysis [see Paragraph 2.9.5 (Gap Analysis Report – FINAL) of Deliverable 3.2 – Completed Demonstration And Gap Analysis), and shall include:

- 2.12.1.1 Development Methodology;
- 2.12.1.2 Software version control;
- 2.12.1.3 Quality assurance;
- 2.12.1.4 Phasing/sequencing considerations; and
- 2.12.1.5 County verification of software Customizations.

2.12.2 Hardware – Contractor’s Hardware Deployment Approach – The Contractor shall specify and document their approach and processes for delivery, set-up, installation, and configuration of the following hardware components:

- 2.12.2.1 **For Department primary data center site** - Central servers, server rack, and network connectivity for the CBS Production Environment and CBS Test Environment itemized in the TAD, including the dedicated and secondary communication lines to 2.10.1.1 (4) Contractor’s secondary data center site below for only the CBS Production Environment.

- 2.12.2.2 **For Contractor's secondary data center site or cloud** - Central servers, server rack(s), and network connectivity to the dedicated and secondary communication lines in 2.10.1.4 (4) Department primary data center site above, itemized in the TAD and for a load-balanced, redundant and seamless failover of the CBS Production Environment.
- 2.12.2.3 **Livescan devices and peripherals** at Participating Agency locations (see 'Livescan Equipment Locations & Inventory' Exhibit D to this SOW). Using the results of the site locations surveys from the final Infrastructure Readiness Assessment document (Deliverable 4 – Completed Infrastructure And Technical Assessment), Contractor shall include an installation plan that addresses the following :
- a. Task plan that addresses hardware procurement schedules, quantities, and delivery strategy, storage and off-site equipment preparation, installation tasks and hardware checklist (e.g., cables, device peripherals), responsibilities, resource requirements, equipment layout type [see Attachment A.7 (Sample Equipment Setup Diagram) to this SOW] per location, and testing steps to verify correct hardware/software installations; and
 - b. Rollout/installation schedule (e.g., phase 1 UAT rollout to site locations a, b, and c. After UAT rollout, phase 2 rollout date [mm/dd/yyyy] to site locations d, e and f, etc.) taking into consideration that phase 1 will be a controlled rollout at site locations designated by the County Project Manager for preliminary implementation.
- 2.12.2.4 The CBS Solution must complete the User Acceptance Test (UAT) before proceeding to installations for phases 2 and beyond.
- 2.12.2.5 Contractor's arrangements for storing equipment prior to installation, and transporting equipment to meet the rollout schedule

2.12.3 **Test Strategy** - The Contractor shall specify and document the strategy, approach, and processes for testing the customized proposed Solution in a test plan format mutually agreed upon by both parties.

2.12.3.1 Unit Test (Module Test) – These tests are conducted during the development process solely by the Contractor, to ensure each module or unit works as specified.

2.12.3.2 Factory Acceptance Test (FAT) – These tests are conducted by Contractor staff with County stakeholders' observation at the Contractor's site, to ensure each CBS module or unit works as specified in the Final Design Document, interfaces are demonstrated through simulation, and the Solution functions within the system performance requirements.

- 2.12.3.3 System Acceptance Test (SAT) – These tests are conducted by Contractor staff with County stakeholders’ observation at a County site designated by the County Project Manager to make sure all the components / modules / interfaces work together and are complete, integrated, error free and meet the Final Requirements and specifications. When there is a change, Contractor shall conduct regression testing to any component. Regression testing is conducted to ensure there is no impact on other components or modules.
- 2.12.3.4 Operational Readiness Test – These tests are performed at the final stage of testing by Contractor, during Transition to Production (Paragraph 2.45 (Task 12 – Transition To Production)), and in conjunction with the County’s LACRIS team at the LACRIS Norwalk office and no more than five Livescan site locations designated by the County Project Manager. Contractor tests its CBS Solution’s readiness for production including:
- a. Software installation and configuration;
 - b. System reliability and security;
 - c. System failover from Department primary data center to the Contractor’s secondary data center, for seamless use by County;
 - d. System rollback to Department’s primary data center;
 - e. Database backup and recovery;
 - f. Regression testing where necessary; and
 - g. Contractor’s Business Continuity Strategy (Paragraph 2.1.10).
- 2.12.3.5 User Acceptance Test (UAT) – The UAT ensures that the Contractor’s CBS Solution meets all the Final Requirements. These tests are performed by County stakeholders, after CBS Training (Task 10, Paragraph 2.36) during Transition to Production (Task 12, Paragraph 2.45). Contractor shall observe and document the bugs and proposed remedies and enhancements discovered. UAT will occur centrally at the LACRIS Norwalk office, together with not more than five Livescan site locations, as designated by the County Project Manager.
- 2.12.3.6 Performance Test – Tests the performance of the Contractor’s Customized COTS Solution in relationship to County’s Final Requirements. This test ensures that the Contractor’s CBS Solution meets all system performance Requirements when deployed to all Users and receiving/processing/sending interface transactions, when the Solution is used during peak workloads. Contractor shall use 3rd party software load performance tools for

verifying System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement) for verifying System Response Time Baselines listed in Schedule C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement), and further described in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement).

2.12.4 **Interface Strategy** – The Contractor shall specify and document the strategy, approach, and processes (and toolsets, if applicable) for designing, developing, testing, and certifying inbound and outbound system interfaces to meet the Final Requirements specified in Paragraph 2.9.9 (Final Requirements Document – Final) of Deliverable 3.2 – Completed Demonstration And Gap Analysis, and Attachment A.3 (System Interfaces) to this SOW. The Interface Strategy shall include:

- 2.12.4.1 An inventory of system interfaces that identifies whether it is inbound, outbound, or only a link with no data integration;
- 2.12.4.2 Toolsets to be used, if any;
- 2.12.4.3 Standards and formats for interface designs;
- 2.12.4.4 The type of data that is being interfaced;
- 2.12.4.5 The target or source system(s);
- 2.12.4.6 The mode (batch file vs. real time update);
- 2.12.4.7 The frequency that the interface needs to be run;
- 2.12.4.8 Data Conversion Process required for inbound and/or outbound data. Note: this is ETL (Extraction-Transformation-Load) process;
- 2.12.4.9 Certification Process; and
- 2.12.4.10 Acceptance Criteria.

2.12.5 **Security Strategy** – Contractor shall specify a strategy to implement the security requirements specified in the Agreement. The strategy shall include a discussion of the security certification process and Acceptance criteria to validate the implementation.

2.12.6 **Data Conversion Strategy from Legacy System(s)**

The CBS Solution requires data tables (e.g., crime codes, originating agency identifier (ORI), Livescan identifier (LSID)) replicated from the Legacy System(s). Working with LACRIS technical staff, Contractor shall identify the relevant data tables requiring replication, and means to load them into the CBS Solution (e.g., comma-separated values or CSV, Excel worksheet, hand-entered by Contractor). The Legacy System(s) existing booking forms data will not require conversion to the CBS Solution, however Contractor shall identify and populate the CBS Solution Environment with Department-equivalent data necessary for FAT, SAT, Training, UAT and the CBS Test Environment. Upon successful completion of Deliverable 12 – Transition To Production Completed, Contractor shall purge all booking forms and relevant

data from the CBS Solution Environment generated up to UAT for both the primary and secondary data centers.

2.12.7 Report Development Strategy - The Contractor shall specify and document:

- 2.12.7.1 The approach and processes for addressing County's reporting requirements specified in the Solution Requirements;
- 2.12.7.2 The approach for designing, developing, and/or testing COTS pre-defined reports to meet the Solution Requirements;
- 2.12.7.3 Toolsets used, if any;
- 2.12.7.4 An inventory of reports that identifies:
 - a. Report Name;
 - b. Brief description on how the report will be used;
 - c. Whether the report exists in COTS or is new;
 - d. The information captured on the report;
 - e. The targeted audience/distribution list;
 - f. The recommended frequency the report needs to be generated; and
 - g. Whether generating the report is on-demand or scheduled during non-peak hours.
- 2.12.7.5 Certification Process; and
- 2.12.7.6 Acceptance Criteria.

2.12.8 Training and System Documentation Strategy - The Contractor shall specify and describe:

- 2.12.8.1 The approach and processes for technical and T3 training, and the creation of accompanying documentation. The Strategy includes but is not limited to:
 - a. Targeted training groups, estimated number of participants, and number of courses;
 - b. Procedures, roles and responsibilities for administering training from the CBS Solution Environment;
 - c. Methodology that Contractor will use to purge data records generated during training;
 - d. Methodology on training users after the CBS Solution's system implementation (Task 14 – Ongoing Post-Implementation Maintenance And Support); and
 - e. Logistics that County will need to arrange (Classrooms, material distribution, user list).
- 2.12.8.2 The development of the user reference manuals by training groups, training materials and exercises;
- 2.12.8.3 The development of the systems administration and operations manual;

- 2.12.8.4 A preliminary training curriculum based on the Final Requirements Document (Deliverable 3.2 – Completed Demonstration and Gap Analysis);
 - 2.12.8.5 User certification process; and
 - 2.12.8.6 Acceptance criteria.
- 2.12.9 **Transition to Production: Production Cutover Strategy** – The Contractor shall develop a comprehensive Solution Migration Strategy from the Legacy Systems to the Contractor’s CBS Solution. Proposer shall consider:
- 2.12.9.1 Site installation requirements for Central Server;
 - 2.12.9.2 Site installation requirements for the Livescan Devices, including networking to the Central Servers;
 - 2.12.9.3 Migration strategy: Activities, events, and resources required to migrate from the Legacy System(s) to the Contractor’s proposed COTS Solution;
 - 2.12.9.4 A Readiness Checklist which includes the processes and checklists for implementation including:
 - a. Infrastructure Readiness Checklist;
 - b. Software Readiness Checklist;
 - c. Interface Readiness Checklist;
 - d. Database Readiness Checklist;
 - e. Security Readiness Checklist;
 - f. Data Conversion Checklist;
 - g. System Configuration Checklist; and
 - h. Organizational Readiness Checklist.
 - 2.12.9.5 Approach to configuring user roles; e.g. mapping specific functions to specific roles, and specific roles to individuals;
 - 2.12.9.6 An approach for user support during Pilot Cutover (if applicable);
 - 2.12.9.7 An approach for user support during Production Cutover;
 - 2.12.9.8 Certification process;
 - 2.12.9.9 An update to the Implementation Failure Fallback Plan to return County operations to the Legacy Systems in case one or more CBS rollout phases cause Major Deficiencies that Contractor cannot remedy to County’s satisfaction (see Paragraph 2.1.12 (Implementation Failure Fallback Plan) and Exhibit C (Service Level Agreement)); and
 - 2.12.9.10 Acceptance criteria.

2.13 Deliverable 5 – Completed Implementation Assessment and Strategies

- 2.13.1 Implementation Assessment Document (IAD) – DRAFT
- 2.13.2 Implementation Assessment Document (IAD) – FINAL

2.14 Task 6 – Design Review Of Contractor’s Customized Solution, Final Design

- 2.14.1 **Contractor’s Customized COTS Solution Design Review** – Contractor shall prepare a draft design document that identifies software changes and

customizations to the Contractor's proposed Solution, based on the Final Requirements Document (Deliverable 3.2 – Completed Demonstration and Gap Analysis). Once the draft is reviewed and approved by the County Project Manager, Contractor shall conduct multiple feedback sessions on County premises, as determined by the County Project Manager, with key County stakeholders for technical feedback, thus ensuring the accuracy and completeness of the CBS Design Review document. These feedback sessions shall include:

- 2.14.1.1 A review of the data model;
- 2.14.1.2 A live demonstration of the Solution, where available. Contractor shall provide all hardware and software for this demonstration, at no cost to County, and remove hardware after the last session;
- 2.14.1.3 A review of the mockup or storyboard design of the proposed user interface(s) (if no live demonstration is available); and
- 2.14.1.4 A review of contract-established system performance requirements and Contractor's means and affirmation on how they will accomplish this.

2.14.2 Final Design Document - As a result of these feedback sessions, Contractor shall:

- 2.14.2.1 Update the Contractor's proposed customizations to the Contractor's proposed COTS Solution design and create a Final Design Document which provides design details for the Solution specifications, processes, function hierarchy, and data models; resulting in the implementation of Contractor's Customized Solution.
- 2.14.2.2 Provide detailed narrative descriptions of processes, and mockups or storyboard designs of the user interface(s) and all applicable user interface(s) actions.
- 2.14.2.3 **Document for each Requirement in the Final Requirements Document whether that Requirement will:**
 - a. Be met with the out-of-the-box COTS Solution; or
 - b. Require only configuration settings within the COTS Solution; or
 - c. Require customizations to an existing Module (e.g., programming modifications, data fields added to existing tables); or
 - d. Be developed as a new Module (e.g., programming, data tables required); or
 - e. Require customizations/development for other CBS Solution area (e.g., reports, interfaces).

Document for each Requirement in the Final Requirements Document whether that Requirement is impacted:

- a. By any Interface, identifying the interface(s);
- b. By Federal, State, or other compliance standards, identifying the standard(s); and
- c. By the System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements) of Exhibit C (Service Level Agreement).

The Final Design Document shall:

- a. List each licensed software product used to implement the Solution, identified as proprietary or 3rd party software's name and manufacturer;
- b. Include complete workflows for all operational user and administrative functions; and
- c. Include details on the Solutions database design, interface design, and equipment installation drawings.

The updated Final Design Document will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.14.3 Define and Evaluate Changes to the Contractor's Proposed COTS Solution Design - including change requests, costs, funding, and approval.

2.14.3.1 The Contractor shall document the differences and changes between the Contractor's Original proposed Solution design and the Final Design Document. Documentation shall include detailed information by item, and itemize any additional costs the Contractor proposes to the Solution.

2.14.3.2 These changes will be evaluated by the County Project Director. Any agreed-to changes may result in a formal Change Notice issued in accordance with the change process specified in Paragraph 4 (Changes to Agreement) of the Agreement. Contractor shall remove from the Final Design Document any changes to the Solution requiring additional costs that the County Project Director, in their sole discretion, does not agree to. Contractor shall submit the revised Final Design Document to the County Project Manager for review and approval.

2.14.3.3 Contractor shall update the PCD to reflect the County approved Final Design Document.

2.14.4 Project Review Point – Customized COTS Solution / Design and Final Design – At this point, at the direction of the OTP in consultation with the County Project Director, a project review of the results of this Task 6 (Design Review Of Contractor's Customized Solution, Final Design), may be conducted by the County.

2.15 Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design

2.15.1 Final Design Document – DRAFT

2.15.2 Final Design Document – FINAL

2.16 Task 7 – Contractors COTS Solution Customization (Development/ Configuration) and Factory Acceptance Test

While the County is not responsible for the Customization (configuration and/or development / programming) effort, the County will assist the Contractor in ensuring that the completed Customization effort meets the Final Requirements, as specified in the Contractor’s Customized COTS Solution, and the agreed-to Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design).

2.17 Subtask 7.1 – Establish Customization Environment (Development Configuration)

In preparation for CBS customization and unit testing, Contractor shall build a Customization environment based on the Contractor’s configuration for the Contractor-hosted secondary redundant site from the final TAD and Bill of Materials Document.

This customized environment hardware/software configuration will, later in project implementation, serve as Contractor’s secondary data center site or cloud configuration used for load balancing, system redundancy, and seamless failover to the Department primary data center, and meet system disaster recovery needs.

Contractor’s Customization environment build shall include (as applicable):

- 2.17.1 System hardware, infrastructure, and physical facilities;
- 2.17.2 Operating software, DBMS, network, virtualization;
- 2.17.3 Any required third-party software or toolsets;
- 2.17.4 Network connectivity (as required within the scope required for this project);
- 2.17.5 Access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use Application Software and middleware;
- 2.17.6 Processes and mechanisms for security administration, including applicable integration with network security, workstation sign-on, and data center security;
- 2.17.7 Backup and recovery operations;
- 2.17.8 Baseline Contractor’s proposed COTS Solution requiring customization;
- 2.17.9 Baseline Configuration;
- 2.17.10 Processes and mechanisms for integration and change control of software, data, user profiles, etc.;
- 2.17.11 Processes for database administration; and
- 2.17.12 Processes for performance monitoring.

2.18 Subtask 7.2 – Develop CBS Solution Customization

- 2.18.1 Contractor shall customize the COTS Solution. The Customization process shall be based on the following County-approved Deliverables:
- 2.18.1.1 Final TAD (Deliverable 4 – Completed Infrastructure and Technical Assessment);
 - 2.18.1.2 Final IAD (Deliverable 5 – Completed Implementation Assessment and Strategies), including but not limited to:
 - a. Interface Strategy
 - b. Security Strategy
 - c. Reporting Strategy
 - 2.18.1.3 Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design).
- 2.18.2 All required modifications shall be made as part of this Subtask. The Customization process shall transform the Contractor’s proposed COTS solution into the Contractor’s CBS Solution.
- 2.18.3 Contractor shall develop the specified Interfaces to Department internal and external systems, as provided in the Interface Strategy section of the final IAD (Deliverable 5 – Completed Implementation Assessment and Strategies).
- 2.18.4 Contractor shall conduct all regression testing of software enhancements incorporated into the Contractor’s customized Solution.

This Subtask shall result in a fully functional Solution (Contractor’s Customized COTS Solution) that meets the Final Requirements, and is ready for FAT (Subtask 7.4 – Conduct Factory Acceptance Testing), as specified in the Final Design Document.

2.19 Subtask 7.3 – Develop CBS Solution Test Script Document

Contractor shall develop and utilize test scripts to demonstrate to County’s satisfaction for each component of the Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design) in satisfaction of the Final Requirements. The Test Script Document shall:

- a. Reference the Requirement number;
- b. Identify the number of tests to be performed for each Requirement by major subsystems or components;
- c. Test script descriptive;
- d. Test input values; and
- e. Test expected results.

All Requirements shall be included in the Test Script Document, for testing during FAT, SAT, and/or UAT.

2.20 Subtask 7.4 – Conduct Factory Acceptance Testing

The purpose of the Factory Acceptance Test (FAT) is to ensure that the basic capabilities are available and work in a factory setting, and that the documentation associated with the Solution reflects its design and is usable when implemented at

County. These tests, conducted at a Contractor-designated location, are oriented toward verifying as much functionality, hardware, interface requirements, performance requirements, accuracy requirements and documentation as possible, prior to deployment of the Solution to County locations. FAT shall include all tests necessary to confirm all Final Design Document and Final Requirements Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design) have been satisfied, including using the final Test Script Document (Deliverable 7.3 – Contractor’s Test Script Document Completed). FAT shall also include all tests necessary to demonstrate to County’s satisfaction, the requirements from any third-party (e.g. Livescan device being a manufacturer other than the Contractor) subordinate specifications.

2.20.1 Prior to FAT, Contractor shall prepare a FAT Plan identifying activities that will occur, and submit the plan for approval. The FAT Plan shall contain at minimum:

- a. FAT sessions’ itinerary;
- b. Test scripts handouts, in a format mutually agreed upon by both parties but where County staff can document test results;
- c. Contractor’s methodology in demonstrating Interfaces through simulation;
- d. Draft User Manuals and training materials; and
- e. Inventory listing of Contractor’s secondary site’s central hardware and software specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), for County’s inspection and approval.

2.20.2 Contractor shall conduct the FAT and document all findings, including at minimum:

- a. Solution bugs requiring Contractor design modifications;
- b. System enhancements (functionality recommended during FAT but not included in the Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design));
- c. Functionality performance measurements that occurred during FAT and whether they passed or failed Solution Response-Time Requirements (Schedule C.4 to Exhibit C (Service Level Agreement));
- d. Functionality that could not be tested and deferred to System Acceptance Testing (SAT);
- e. Needed modifications to User Manuals and training materials;
- f. Any questions requiring further investigation;
- g. Action items for later resolution; and
- h. Mutually agreed upon decisions.

2.20.3 Contractor shall provide County all raw images and related data captured during FAT, for County’s evaluation in its legacy system. County will notify Contractor of any inconsistencies requiring Contractor’s investigation, mitigation, and documentation.

Contractor shall document the above results in a FAT Report, for County's review and approval. Contractor and County Project Directors shall jointly review the FAT Report to determine the readiness of the Solution to initiate System Acceptance Testing (SAT).

2.20.4 The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed FAT. If so, Contractor shall proceed with SAT. If not, Contractor shall resolve the issues documented in the FAT report and conduct additional FAT session(s) until the County Project Director approves its successful completion.

2.21 Deliverable 7.1 – Customization Environment Established

2.22 Deliverable 7.2 – Contractor's Customized COTS Solution Completed

2.23 Deliverable 7.3 – Contractor's Test Script Document Completed

2.23.1 Test Script Document – DRAFT

2.23.2 Test Script Document – FINAL

2.24 Deliverable 7.4 – Factory Acceptance Test Completed

2.24.1 FAT Plan(s) – DRAFT

2.24.2 FAT Plan(s) – FINAL

2.24.3 FAT Report(s) – DRAFT

2.24.4 FAT Report(s) – FINAL

2.25 Task 8 – CBS Solution Installation, Production And System Acceptance Test

Upon successful completion of FAT as documented in the final FAT Report (Paragraph 2.24.4 (FAT Report(s) – FINAL)), Contractor shall install the Solution on County premises with Contractor-provided hardware at the central server site, and up to five selected Livescan sites, designated by the County Project Manager. Contractor shall deliver, install, and configure equipment before conducting CBS System Acceptance Test (SAT), for County's approval.

2.26 Subtask 8.1 – Central Server Primary Site Set Up

Contractor shall deliver, install and configure the central servers at the Department's data center. The hardware and software configuration shall be based on the processes and specifications from the final TAD and bill of materials document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;
- b. Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department's network;

- d. Connection to Contractor's secondary redundant site from Deliverable 7.1 (Customized Environment Established), using the Contractor-provided dedicated communication line and secondary communication line (Paragraph 2.10.1.4(4)); and
- e. Backup and recovery operations.

Contractor shall create an inventory checklist of Contractor's primary site's central hardware and software, as specified in the final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment), for County's inspection and approval.

2.27 Subtask 8.2 – CBS Solution Environment Set Up

Configure the Solution Environment, which will minimally include:

- a. Central server functionality, such as security roles, and remote access;
- b. Importing and configuring all data tables identified in the Implementation Assessment Document (Deliverable 5 – Completed Implementation Assessment and Strategies) (e.g., crime codes, ORI, LSID, *et al.*) from the Legacy System(s);
- c. Importing and configuring all Department-equivalent data necessary for testing;
- d. Establishing network connections to the Livescan Devices set up (Deliverable 8.2);
- e. Establishing and testing System Interfaces (Attachment A.3 to this SOW), or identify interface strategy test approach to be used during UAT;
- f. Establishing the ABSM browser application's web address for the secured network;
- g. Establishing and testing system monitoring tools;
- h. Configuring CBS reports;
- i. Establishing and testing the Contractor-provided direct network communication line between the primary central server site at Department and the Contractor-hosted secondary redundant site; and
- j. Testing connectivity, system redundancy and load balancing between the primary and secondary server sites.

2.28 Subtask 8.3 – Livescan Devices Set Up

Contractor shall deliver, install and configure no more than ten Livescan devices and its peripherals at the LACRIS' Norwalk office, and no more than five Livescan site locations designated by the County Project Manager. The Livescan devices' hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), and minimally include:

- a. Livescan and peripheral configurations specific to that location site (Attachment A.4 (Equipment Location and Inventory) to this SOW);
- b. The coordination of equipment installation and setup with LACRIS and applicable Participating Agency staff;
- c. The configuration of all network connections;
- d. The configuration of Livescan software, including network printer connections;
- e. The removal and discarding of equipment packaging materials; and

- f. The creation of an inventory checklist for each installation, that includes the model and serial numbers of each equipment component and I/P addresses when applicable. Each inventory checklist shall be approved by LACRIS or Participating Agency staff prior to Contractor staff leaving the site.

2.29 Subtask 8.4 – System Acceptance Test

2.29.1 The purpose of the System Acceptance Test (SAT) is to:

- a. Demonstrate that the Solution’s equipment is installed correctly and operates at the functional and performance levels within the County’s PAC50 Network, both inside the Sheriff’s Data Network (SDN) and outside (to the Participating Agencies);
- b. Verify those requirements that could not be verified during FAT (such as operations using a remote sites’ network);
- c. Verify the System Performance Requirements (throughput, accuracy and reliability) using 3rd party software load performance tools, multiple workstations, etc., meets those stated in the system performance requirements under Final Requirements (Deliverable 3.2 – Completed Demonstration And Gap Analysis); and
- d. Verify that the integrated sum, including remote site testing, is at least as functional as the sum of the individual parts.

2.29.2 Contractor shall prepare a SAT Plan identifying activities that will occur, and submit the plan for approval. The SAT Plan shall contain at minimum:

- a. SAT sessions’ itinerary;
- b. SAT-specific test scripts handouts described above and formatted where County staff can document test results;
- c. Methodology in demonstrating interfaces real-time or through simulation, if real-time interface testing to outgoing systems cannot occur. County Project Manager shall approve, prior to interface testing, all demonstrations conducted through simulation;
- d. Methodology in demonstrating Livescan functionality when it’s communicating with the Central Servers, versus functioning as stand-alone; and
- e. Methodology in demonstrating both server failover and load balancing, from the Solution’s primary site at Department’s data center to the Contractor-hosted secondary redundant site.

2.29.3 One week prior to the scheduled SAT, Contractor shall conduct a readiness review identifying all the steps required prior to the SAT sessions. Contractor and County shall verify that all the required steps were completed (e.g., loading data table values [e.g., crime codes, ORI, LSID] replicated from the Legacy Systems).

2.29.4 Contractor shall conduct a script-based SAT as similar to FAT. When necessary, Contractor shall modify the FAT test scripts [see Paragraph 2.22 (Deliverable 7.3 – Contractor’s Test Support Document Completed)] to meet expected SAT test results and/or business process changes identified during FAT. Contractor shall include additional test scripts not relevant during the FAT process. When applicable, test scripts requiring repeatability shall be

identified as such, where repeatability often requires cleaning out files and buffers that were changed as the result of a test step when the changed data is no longer needed by the system.

- 2.29.5 Contractor shall conduct the SAT and document all findings, including at minimum:
- a. Solution bugs requiring Contractor design modifications;
 - b. System enhancements (functionality recommended during SAT but not included in the Final Design Document (Deliverable 6 – Completed Customized COTS Solution Design Review And Final Design));
 - c. Functionality performance measurements experienced during SAT and whether they passed or failed the system performance requirements under Final Requirements (Deliverable 3.2 – Completed Demonstration And Gap Analysis);
 - d. Functionality that could not be tested (e.g., simulated Interface testing) and deferred to User Acceptance Testing (UAT);
 - e. Any modifications to the specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), due to not meeting system performance measurements; and
 - f. Any questions requiring further investigation, action items for later resolution, and mutually agreed upon decisions.
- 2.29.6 Contractor shall document the above results in a SAT Report, for County’s review and approval. Contractor and County Project Directors shall jointly review the SAT Report to determine the readiness of the Solution to initiate UAT.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully completed SAT. If so, Contractor shall proceed with Solution Documentation (Task 9 – Solution Documentation). If not, Contractor shall resolve the issues documented in the SAT report and conduct additional SAT session(s) until the County Project Director approves its successful completion.

2.30 Deliverable 8.1 – Central Server Primary Site Set Up Completed

2.30.1 Data center installation completed. Primary site’s central hardware and software, as specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), for County’s inspection and approval.

2.30.2 Data center inventory checklist approved by County Project Manager.

2.31 Deliverable 8.2 – CBS Solution Environment Set Up Completed

Confirmation from Contractor that the CBS Solution is ready for SAT

2.32 Deliverable 8.3 – Livescan Devices Set Up Completed

An approved inventory checklist for each installation, based on equipment specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)).

2.33 Deliverable 8.4 – System Acceptance Test Completed

- 2.33.1 SAT Plan(s) – DRAFT
- 2.33.2 SAT Plan(s) – FINAL
- 2.33.3 SAT Report(s) - DRAFT
- 2.33.4 SAT Report(s) – FINAL

2.34 Task 9 – Solution Documentation

- 2.34.1 Contractor shall draw up and finalize the CBS Solution’s documentation as specified in the IAD (Deliverable 5 – Completed Implementation Assessment and Strategies), taking into consideration the documented modifications addressed in the final FAT Report.
- 2.34.2 Solution documentation shall be provided to LACRIS in electronic and hardcopy, as desktop icons on the Livescan desktop screens, and as ABSM on-line help within the web-based module. User documentation shall describe the components, functions and operations of each component of the equipment. Operations descriptions shall include a list and description of all error conditions, as well as the associated error messages displayed and the action required of the operator for each error condition. Contractor documentation includes at minimum:
 - a. System User Manuals for each CBS Solution component, including user operation (manuals), interfaces and audit trails;
 - b. Quick Reference Guides that highlight how to perform common key operations using the CBS Solution;
 - c. Training materials that Contractor trainers use when training County’s train-the-trainer staff (e.g., class itinerary, PowerPoint presentations, subject class’ written test for User certification);
 - d. Training materials that County’s train-the-trainer staff use when training end-users ;
 - e. CBS Solution’s Data Dictionary listing data tables for all Solution components and modules including audit trail. The Data Dictionary shall include table names, fields in each table, table’s primary and combination key fields, and field links between tables;
 - f. Documentation to support the LACRIS Help Desk’s troubleshooting, as a desk reference;
 - g. Content-sensitive online user help resources for all aspects of the CBS Solution, accessible within the CBS Solution’s screens; and

- h. Computer-based training tools (e.g., streaming video), for CBS Solution components, so that end-Users can perform refresher training when required.

2.34.3 The CBS Solution documentation components will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.35 Deliverable 9 – Solution Documentation Completed

2.35.1 System User Manuals

2.35.2 Training Materials

2.35.3 Maintenance and Support - Service Level Agreement

2.35.4 Computer-based Training tools

2.36 Task 10 – Training

Contractor shall prepare a Training Plan, conduct on-site (County’s Norwalk offices) train-the-trainer classes, and participate in a select number of training classes to provide feedback to instructors.

2.37 Subtask 10.1 – Training Plan

Contractor shall draw up and finalize a Training Plan, using as a basis the final Implementation Assessment Document, Training and System Documentation Strategy section (Deliverable 5 – Completed Implementation Assessment and Strategies). The Training Plan shall include fundamentals for both technical and user training, and at minimum include:

- a. Training objectives, approach (methods employed) and assumptions (e.g., classroom size);
- b. Training course descriptions and curriculum – by course subject, purpose and topics covered;
- c. Training approach, taking into consideration training methodologies after CBS go-live and based on a rolled-out implementation plan;
- d. Training equipment requirements, Contractor and County staffing resources, and test data required for both the Solution and Test Environments;
- e. Course training schedule calendar - for both Contractor-responsible train-the-trainer and County-responsible training end-users; and
- f. Support materials needed for each course subject, based on and reconciled with Deliverable 2.35.2 (Training Materials).

The Training Plan will be reviewed and approved by the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.38 Subtask 10.2 – Conduct System Training

Using the CBS Solution Environment (Subtask 8.2 – CBS Solution Environment Set Up), Contractor shall conduct four types of courses as follows:

- a. Train-the-Trainer, Livescan Device – This course shall cover all CBS Livescan (including biometric captures for fingerprints, mugshots, SMT (scars, marks,

and tattoos), and iris capture) functionality associated with the new CBS Solution. The course will provide hands-on instruction on the Livescan Device for manual and automated processing. “Hands-on” requires that each student have access to a fully functional Livescan Device (Subtask 8.3 – Livescan Devices Set Up) and training database during the training sessions. The course shall accommodate a maximum of five participants.

- b. Train-the-Trainer, ABS Module – This course shall cover all CBS Automated Booking Solution Module (ABSM) functionality associated with the new CBS Solution. The course will provide hands-on instruction for ABSM processing. The course shall accommodate a maximum of ten participants.
- c. CBS Help Desk – This course will be at least four hours long and provide a technical overall view of the Solution and provide methods to manage and resolve minor incidents quickly and effectively. This course will need to accommodate approximately twelve participants initially and then annually for the duration of the Agreement for approximately twelve participants to accommodate new Help Desk personnel and keep existing staff current.
- d. Managers and Supervisors – This course will cover CBS management functions. The course will be at least four hours and provide hands-on instruction on accessing and producing management reports, creating user accounts, and performing audits and inquiries using the tools provided by the System for approximately twenty participants.

Contractor shall document questions, issues, any system bugs, and other suggestions (e.g., future CBS Solution product enhancements) posed from each course event, and submit a Post-Training Recap Report to the County Project Manager. Contractor shall make any revisions specified by the County Project Manager.

2.39 Subtask 10.3 – Participate In End-User Training

Contractor shall monitor end-user training classes conducted by LACRIS instructors. Contractor shall participate in up to four Livescan and four ABSM classes each, as designated by the County Project Manager, and at minimum:

- a. answer any questions or issues brought up during the class, when prompted by the LACRIS instructor conducting the training;
- b. provide the LACRIS instructor with recommendations on improvements for future classes at the end of each class; and
- c. document any revisions necessary to the training materials.

Contractor shall provide the County Project Manager with a written recap of findings from the end user training. Contractor shall make any revisions specified by the County Project Manager.

2.40 Deliverable 10 – Training Completed

2.40.1 Training Plan – DRAFT- FINAL

2.40.2 Post-Training Recap Report – DRAFT - FINAL

2.40.3 End-user Training Recap Report – DRAFT -FINAL

2.41 Task 11 – CBS Test Environment

Contractor shall establish the Test Environment, load sample data and data dictionaries, and connect Livescan devices and interfaces to the CBS Test Environment.

2.42 Subtask 11.1 – Establish CBS Test Environment

Contractor shall deliver, install and configure the Central Servers at Department data center’s primary site for the CBS Test Environment. The hardware and software configuration shall be based on the processes and specifications from the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), and minimally include:

- a. System hardware, operating software, DBMS, virtualization, and any required third-party software and/or toolsets;
- b. Remote access controls, as appropriate, for authorized Contractor project team members to install, configure, maintain, and use the Application Software and middleware;
- c. Connection to Department’s network; and
- d. Backup and recovery operations.

Contractor shall provide an inventory listing of Contractor’s primary site’s central hardware and software specified in the final TAD (Deliverable 4 – Completed Infrastructure And Technical Assessment) for the CBS Test Environment, for County’s inspection and approval.

2.43 Subtask 11.2 – Configure CBS Test Environment

Contractor shall configure the CBS Test Environment by, at minimum, performing the following:

- a. Load sample data that closely resembles County live data [see Paragraph 2.12.6 (Data Conversion Strategy from Legacy System(s))];
- b. Load data dictionary tables (e.g., crime codes, ORI, LSID), as detailed in Paragraph 2.12.6 (Data Conversion Strategy from Legacy System(s));
- c. Establish connections to no more than five Livescan devices, as designated by the County Project Manager, and configure CBS Test Environment to these Livescan devices;
- d. Establish connections to the System Interfaces; and
- e. Establish an ABSM test web address.

Contractor shall draft a CBS Test Environment Check-List, identifying all steps performed in the configuration, and submit to the County Project Manager. Contractor shall correct any issues discovered in County’s inspection, as advised by the County Project Manager, and update/finalize the CBS Test Environment Check-List.

2.44 Deliverable 11 – CBS Test Environment Completed

- 2.44.1 Data center installation completed. Primary site’s central hardware and software, as specified in the final TAD and Bill of Materials Document (Paragraphs 2.11.4 (Technical Architecture Document – FINAL) and 2.11.6 (Bill of Materials Document – FINAL)), for County’s inspection and approval.
- 2.44.2 CBS Test Environment Check-List.

2.45 Task 12 – Transition To Production

Contractor shall perform CBS Solution testing and preparedness, for County’s authorization in this last Task prior to System Implementation, assuring that the CBS Solution is certified fully functional and ready for production use. Based on the final Implementation Assessment Document or IAD (Deliverable 5 – Completed Implementation Assessment and Strategies), Contractor shall at minimum conduct the following:

- 2.45.1 Operational Readiness Testing (Paragraph 2.12.3.4) - assuring that:
 - 1. Central Server Hardware and Software are properly configured with Contractor’s secondary data center, for seamless load balancing, system failover and rollback;
 - 2. Central Server Hardware and Contractor’s secondary data center are properly configured with selected Livescan Devices; and
 - 3. Central Server Hardware and Contractor’s secondary data center are properly configured with all the System Interfaces (Attachment A.3 to this SOW). If not feasible, due to external interface restrictions, for each interface Contractor shall identify interface strategy test approach on completing this step at system implementation.
- 2.45.2 User Acceptance Testing (UAT) of all CBS Solution components (e.g., Livescan Devices, ABSM, Reports, audit trails), where County stakeholders perform hands-on testing of the CBS Solution and Contractor observes County staff. Contractor shall document system bugs discovered, and future product enhancements. County, in their sole discretion, shall determine which critical bugs require Contractor’s resolution prior to production use
- 2.45.3 Performance Testing, ensuring that the CBS solution meets all system performance Requirements during peak workloads. Contractor shall use 3rd party software load performance tools in verifying system performance standards and Final Requirements
- 2.45.4 Update, and perform steps identified in, the Solution Migration Strategy section of the IAD
- 2.45.5 Based on the above results, Contractor shall prepare a Production Cutover Report that:
 - a. Recaps the above test findings;
 - b. Documents the final Solution Migration Strategy; and
 - c. Describes the approach, processes for communicating, and facilitating the transition in using the CBS Solution in production operations.

Contractor shall provide the County Project Manager with a draft Production Cutover Report, for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.

The County Project Director, in their sole judgment, shall determine whether Contractor successfully demonstrated that the CBS Solution is ready for production use. If so, Contractor shall proceed with System Implementation (Task 13 – Contractor's Solution Implementation (Rollout) and Final Implementation). If not, Contractor shall resolve all issues documented by County, conducting additional testing, until the County Project Director approves its successful completion.

2.46 Deliverable 12 – Transition To Production Completed

2.46.1 Production Cutover Report – DRAFT - FINAL

2.46.2 County Project Director's Approval to proceed with System Implementation

2.47 Task 13 – CBS Solution Implementation (Rollout) and Final Acceptance

2.47.1 Using the IAD's (Deliverable 5 – Completed Implementation Assessment Strategy) Transition to Production: Production Cutover Strategy, Contractor and County shall coordinate all the steps required for the CBS Solution's system implementation rollout to the designated Livescan Devices and site locations used during UAT. Thereafter, system implementation rollout shall be in accordance with the phased rollout/installation schedule specified in the IAD (Deliverable 5 – Completed Implementation Assessment Strategy).

2.47.2 At the time of each rollout phase, all System Interfaces (Attachment A.3 to this SOW) shall be operational to each and every designated location and Livescan Device in that phase.

2.47.3 Contractor shall coordinate rollout activities with LACRIS staff, in accordance with the IAD (Deliverable 5 – Completed Implementation Assessment Strategy) and Training Plan (Deliverable 10 – Training Completed) where at minimum the:

- a. Contractor delivers Livescan Devices and peripherals to the site locations and performs initial installation/connectivity setup;
- b. Contractor and LACRIS staff configure the Livescan Devices (e.g., mount cameras on light bar, aim and test);
- c. Contractor establishes all network connections to printers, CBS Interfaces, etc.; and
- d. LACRIS staff train supervisors and end-users for locations in the next rollout phase. NOTE: All Department patrol stations will be trained on ABSM. However, partnering Participating Agencies may be trained on ABSM, as determined by each agency.

Since Livescan Devices are a critical component of law enforcement, and any CBS Solution Major Deficiency can halt law enforcement operations, the County Project Director in their sole determination and throughout all the rollout phases, may instruct Contractor, in writing, to proceed with the fallback strategy stated in the final IAD (Deliverable 5 – Completed Implementation Assessment Strategy).

Contractor shall carry out the fallback plan, returning Livescan operations designated by the County Project Director to the Legacy System.

- 2.47.4 During Solution Implementation, Contractor shall:
 - a. Monitor the CBS Solution, maintain incident logs and track issues;
 - b. Analyze system performance and usage and, if necessary, promptly notify County Project Manager if problematic; and
 - c. Assist County in verifying that the Solution meets Final Acceptance criteria.
- 2.47.5 County and Contractor shall monitor each phase of the Livescan Solution rollout. Each rollout phase shall be subject to a Warranty Period of thirty (30) consecutive days to ensure that the CBS Solution remains free of Major Deficiencies at all Livescan locations in Production.
- 2.47.6 For the CBS Solution's first phase implementation, and all rollout phases thereafter, County in its sole discretion determines if the Solution is functioning Deficiency-free by phase. Contractor shall work with County to compile a list of any Deficiencies identified, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies, as solely determined by the County Project Director, before continuing with the phased rollout.
- 2.47.7 If County, in its sole discretion, determines that the next Livescan rollout location is not ready for Go-Live, Contractor shall work with County to compile a list of Deficiencies, categorizing which are Major Deficiencies, and an action plan for resolving each Deficiency listed. Contractor shall resolve all Major Deficiencies and those non-major Deficiencies, as determined by County in its sole discretion. In such instances, Contractor shall provide County a revised phased rollout/installation schedule as it pertains to the remaining rollout phases.
- 2.47.8 The CBS Solution shall achieve Final Acceptance, as set forth in Paragraph 1.3.38 of the Agreement, once all locations identified in Attachment A.4 (Equipment Locations and Inventory) to this SOW, are operational on the CBS Solution and upon completion of a thirty consecutive day cycle free of Major Deficiencies. Upon occurrence of any Major Deficiency during this cycle, Contractor shall correct such Major Deficiency and, upon the correction of each such Major Deficiency, the thirty consecutive day cycle free of Major Deficiencies will restart.
- 2.47.9 At the end of Solution Implementation, Contractor shall provide County with an updated and final Bill of Materials document (Deliverable 4 – Completed Infrastructure And Technical Assessment) listing all delivered equipment by location (address and room numbers), equipment model and serial numbers, and I/P address(es) for County's review and approval. Contractor shall make any revisions specified by the County Project Manager.
- 2.47.10 At the end of Solution system Implementation, subject to the Contractor's CBS Solution operating free from Major Deficiencies, County will verify

that the Final Acceptance Criteria have been met. County will approve Final Acceptance Certificate evidencing achievement of Final Acceptance.

2.48 Deliverable 13 – CBS Solution System Implemented And Final Acceptance Completed

- 2.48.1 Bill of Materials – FINAL
- 2.48.2 Documented results that the CBS Solution functions without Major Deficiencies (Exhibit B) for ninety consecutive Days for Final Acceptance
- 2.48.3 Final Acceptance Certificate

2.49 Task 14 – Ongoing Post-Implementation Maintenance And Support

- 2.49.1 Services included as part of the CBS maintenance and support fees:
 - a. 24/7 maintenance and support/preventive maintenance for the entire CBS Solution from a fully staffed call center and help-desk operations, as specified in Exhibit C (Service Level Agreement) of the Agreement;
 - b. Contractor shall maintain a reserve hardware inventory totaling four percent of deployment throughout the Term to facilitate hardware replacement in event of equipment failure;
 - c. CBS Solution updates for keeping the Solution compliant with Federal (e.g., NIBRS) and State mandates;
 - d. Livescan Device TMR services, when such equipment requires relocation;
 - e. As directed by the County Project Manager, attend CBS Solution-related meetings (e.g., LACRIS’ quarterly Technical Subcommittee Meeting), conduct presentations and demonstrations, and provide in advance documentation handouts required for the meeting(s), such as status reports, statistics, presentation materials and other documentation;
 - f. Database uploads from the CBS Production Environment to the CBS Test environment, on a semi-annual basis;
 - g. Price quotations, when requested by County, including if necessary: workflow charts, specifications, and Change Notice documentation for any CBS Solution post-implementation modification;
 - h. Paid registration fees for up to three County staff attending Contractor’s annual user conferences for the full event;
 - i. Recurrent annual train-the-trainer type training for all current CBS Solution components;
 - j. Updated computer-based training, including all current Solution component and modifications developed after Final Acceptance; and
 - k. Updates to all current Solution documentation specified in Deliverable 9 (Solution Documentation Completed), which shall include all Solution modifications completed by Contractor after Final Acceptance.
- 2.49.2 Products and/or Services when requested by County on an executed Agreement Amendment or Change Notice, including but not limited to:

- a. Additional Livescan Equipment with software, together with maintenance and support;
- b. Solution modifications, including Interfaces and system reports, including maintenance and support;
- c. Provide, mid-term in the Agreement, Technology Refreshes for, though not limited to, the following components:
 - c.1 PC components of the Livescan device including monitor, keyboard and mouse;
 - c.2 Mugshot cameras;
 - c.3 Iris cameras;
 - c.4 Color printers;
 - c.5 Central server hardware and 3rd party software, primary site and, if applicable, secondary site; and
- d. A mobile booking solution, from either:
 - d.1 Contractor-provided equipment with CBS Solution integration, or
 - d.2 Interfacing/ingesting biometric NIST transactions from another vendor's mobile booking equipment

2.50 Deliverable – Post-Implementation Maintenance And Support

ATTACHMENT A.1

DELIVERABLE ACCEPTANCE PROCESS

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

Attachment A.1 - Deliverable Acceptance Process

1. **SOW Deliverables, General** - Contractor may provide recommended criteria for County to use in reviewing the Deliverable, although County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project. Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis, such as status reports and schedule updates.
2. **Preparing the Deliverables**
 - 2.1. Document Deliverables - Contractor shall prepare the document as an electronic MS Office (i.e., Word) file, with the file name as follows: CBS Solution Deliverable [name of deliverable] version [version number]. All document deliverables shall include in the header “CBS Solution”, the deliverable name, and the most recent version number with date.
3. **Transmitting the Deliverable**
 - 3.1. Document and Desktop software Deliverables Contractor shall email the Deliverable to County. The email’s subject line shall have the Deliverable’s name and version number, and the email body shall serve as a cover letter indicating that this is a formal delivery. If a file is too large to send via an email attachment, Contractor shall place the file on the project’s SharePoint site (or a similar arrangement) and insert into the email body the link to that specific file.
 - 3.2. Software or data Deliverables for installation into the System - Contractor shall electronically load and install the files into the designated environments and notify County by email as soon as the software has been delivered, where the email’s subject line contains the Deliverable’s name and software version number. When all components of the Deliverable are transmitted and complete, Contractor shall also submit a Task/Deliverable Acceptance Certificate form, in accordance with Paragraph 5.4 (Approval of Work) of the Agreement. The County Project Manager or County Project Director will sign this form when the Deliverable is accepted (at Step 6.2 below)
4. **Reviewing the Deliverable** - A Deliverable is considered “out of sequence” when preceding Deliverables (based on the sequence shown in the PCD’s project schedule) have not yet been delivered and accepted. County may, at its discretion, postpone its review of an out-of-sequence Deliverable until County accepts preceding Deliverables.
 - 4.1. Document Deliverables – All delivered documents are considered DRAFT submissions, subject to review and approval by County Project Manager. County may distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and/or recommendations for improvement.
 - 4.2. Software or data Deliverables to be installed into the System - County may, with Contractor’s assistance, exercise or test the System with the delivered/installed software,

and make detailed notes of any deficiencies, anomalies, and/or recommendations for improvement.

- 4.3. **Other Deliverables** - County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.
5. **County's Deliverable Response** - County will respond to each Deliverable as either accepted or requiring Contractor's revision. When the latter, County will consolidate and integrate reviewer notes into a well-organized written Deliverable response that clearly explains to Contractor what in particular is deficient, questionable, or needs improvement, and if relevant, County will provide references to specific requirements or criteria. Deliverables requiring revisions shall go through another review cycle.
 - 5.1. **Transmitting the Deliverable Response** - County will email the Deliverable response to Contractor, and/or hold a conference to present and discuss the Deliverable response.
 - 5.2. **Discussing the Deliverable Response** - If desired, Contractor may discuss the Deliverable response with County, and County may revise the Deliverable response.
 - 5.3. **Revising and Resubmitting the Deliverable** - If the County's Deliverable response indicates that the Deliverable requires another review cycle, Contractor shall revise the Deliverable based on County's response feedback. Contractor shall submit the revised Deliverable using sequential version numbers (or release numbers) to identify each revision submitted. The Deliverable document shall contain a:
 - 5.3.1. Document history log identifying the version number, date created, and a summary description of changes made; and
 - 5.3.2. Document approval page reserved for approval signatures from both County and Contractor, obtained after County accepts the Deliverable document.

County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out. Each time Contractor submits a revised version of the Deliverable, it shall go through all the steps in this Process.
 - 5.3.3. Contractor shall submit a **Response Tracking Sheet** with each revised Deliverable which indicates how Contractor addressed each item listed on County's Deliverable response.
6. **Acceptance of Deliverables** - When County's Deliverable response indicates that County accepts the Deliverable:
 - 6.1. **Deliverable documents**:
 - 6.1.1. Both County and Contractor will sign the document approval page, by either the Project Manager or Project Director;
 - 6.1.2. County Project Manager or designee will provide Contractor the final deliverable document in PDF;
 - 6.1.3. The word "final" is added to the document's file name; and
 - 6.1.4. The Deliverable process ends.

6.2. Software Deliverables:

- 6.2.1. County Project Manager or County Project Director will sign the Task/Deliverable Acceptance Certificate form provided in Step 3.2 (Software or data Deliverable for installation into the System) above;
- 6.2.2. County Project Manager will provide a signed copy of the Task/Deliverable Acceptance Certificate to the Contractor; and
- 6.2.3. The Deliverable process ends.

7. **Maintaining the Deliverable**

- 7.1. For one-time Deliverables - after a Deliverable has been accepted, any further changes shall be made in accordance with the Change Order process (Paragraph 4.2 (Change Notices), of the Agreement). County shall own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor shall keep a copy of the final Deliverable, and any and all amendments, in its project records
- 7.2. For continuous Deliverables – Ongoing Project Management (Task 2): Contractor shall maintain, administer, and update the Deliverable(s) in accordance with applicable specifications and purposes. County may from time to time review the status of the Deliverable(s), and shall indicate to Contractor any deficiencies that require re-working.

8. **Hardware Deliverables** – such as Livescan devices and its peripherals, Central Servers, etc., where the Deliverable is a physical item:

- 8.1. Approved Delivery Carrier – Contractor’s deliveries made to the Department’s Norwalk offices’ loading dock require an approved certificate of insurance on file from the delivery carrier. When Contractor does not use a pre-approved delivery carrier (e.g., UPS, Federal Express), Contractor shall prepare/submit a certificate of insurance from their delivery carrier of choice.
- 8.2. Notifying County of an Expected Delivery - At least one week prior to shipping equipment or goods to Department or Law Enforcement (LE) Agency premises (in accordance with the PCD project schedule), Contractor shall notify County via email of the planned delivery, indicating the name and number of the SOW Deliverable and/or Task description and Task number from the PCD schedule. County will notify all concerned parties (e.g., LE Agency, Department Data Center Admin, etc.) of expected deliveries.
- 8.3. Contractor shall, with each delivery, include a bill of lading specifying the item’s description(s), model number(s), serial number(s), and location name.

ATTACHMENT A.2
SOLUTION REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

Req #	Requirement
	1.0 – General Criminal Booking Solution Functions
1.1	The Solution SHALL generate, issue and maintain unique transaction numbers, preferably sequential, for each booking or type of transaction (TOT) as defined by County.
1.2	The Solution SHALL be capable of reserving a large block of sequential booking numbers obtained from and governed by the County’s Automated Justice Information System (AJIS), and issue these unique/sequential booking numbers when requested by User.
1.3	The Solution SHALL be capable of deleting a booking number and its associated data if the booking transaction associated with that booking number is not completed within 30 days and SHALL retain the audit log of the deleted transaction.
1.4	The Solution SHALL , throughout all its functionality, recognize and emphasize the AJIS numbering scheme as County’s official booking number.
1.5	The Solution SHALL be capable of ingesting, storing and displaying unique booking transaction numbers generated from County’s current Automated Booking System (ABS).
1.6	The Solution SHALL provide an XML web service (i.e. GJXDM/NIEM) which allows external systems (i.e., Records Management System (RMS) from a local agency) to request booking numbers from CBS, as illustrated in Attachment G.2 (Booking Number Request Sample Flow Chart) to Exhibit A (Statement of Work).
1.7	The Solution SHALL be capable of sending data and communicating directly with all interfaces listed in Attachment A.3 (System Interfaces) to Exhibit A (Statement of Work).
1.8	The Solution SHALL provide a method of receiving requests for booking numbers with or without a fingerprint.
1.9	The Solution SHALL monitor all booking transactions that do not have an accompanying fingerprint, and provide detailed audit reports.
1.10	The Solution SHALL be capable of capturing the Subject’s signature at time of booking by utilizing a digital signature pad on the livescan and submitting that signature in the National Institute of Standards and Technology (NIST) file as a Type-8 record.
1.11	The Solution SHALL verify the fingerprint captured during the booking number request, is from the same Subject, when the booking record is completed, edited or continued on any Livescan device within the County.
1.12	The Solution’s Livescan device, excluding Quick-ID devices, SHALL be housed in a ruggedized standup system with adjustable height. Ruggedized means a cabinet-type system that protects monitors, scanners, keyboards, uninterrupted power supply (UPS) and any other component of the system Solution. (Note: Excludes Printers and cameras)
1.13	The Solution SHALL allow for fingerprints to be taken at the Livescan device and printed locally, with no booking number issued and no submission made to County, when appropriate, for non-reportable charges at the discretion of the County or reporting agency.

Req #	Requirement
1.14	The Solution SHALL include a complete and valid standards-based record in conformance with the most current FBI Electronic Biometrics Transmission Specification (EBTS) https://www.fbi/ebtspecs.cjis.gov/EBTS/Approved , as well as the more stringent Cal-DOJ specifications (i.e., State charge tables) and County specifications (e.g., 1,000 ppi print capture from scanner, mugshot required for every booking).
1.15	The Solution SHALL have edit functionality which allows Users to correct errors and resubmit records. It SHALL permit the opening and editing of erroneous records. Once a record has been edited, it SHALL pass the same validations as would a new record.
1.16	The uninterrupted power supply (UPS) software SHALL be capable of sending status emails to the LACRIS Help Desk when power issues arise.
1.17	The UPS software SHALL be capable of notifying the User of power issues informing them to save their work and shut down the Livescan device.
1.18	The Solution SHALL validate defined data entry fields for compliance, as delineated by County, Cal-DOJ, FBI/Criminal Justice Information Services (CJIS) Division, or other agency specifications.
1.19	The Solution SHALL ensure each mandatory field is present before submitting the transaction. Mandatory fields are governed by specifications.
1.20	The Solution SHALL adhere to tabled data entry fields for all data where a tabled dataset is available and provided. Depending on the tabled data entry field, the Solution SHALL : <ul style="list-style-type: none"> • Default the field value, based on the User’s configuration, with the option for User to override. • Provide a look-up table, such as a drop-down field, for the User to select the correct value from, but also allow the User to enter the field manually with predictive table values suggested.
1.21	The Solution SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices.
1.22	The Solution SHALL authenticate each booking record when: <ul style="list-style-type: none"> • Passing all the Cal-DOJ NIST and Los Angeles County specific NIST validations; • Bundling the booking record as an EBTS-compliant package consisting of all of the required records and types, then; • Submitting the package via interface to the Multimodal Biometric Identification System (MBIS).
1.23	The Solution SHALL provide the capability to convert an existing record, with prints, into any other transaction type submission (e.g., converting an IDN TOT to a CRM/REG/APP/DNS or a CRM to a REG/APP/DNS), as required by the County.
1.24	The Solution SHALL have passive communication capability (i.e. chat window) for the LACRIS Help Desk to communicate with the User.

Req #	Requirement
1.25	The Solution SHALL have the ability to import a NIST file and print a copy of the booking slip and finger/palm print cards.
1.26	The Solution SHALL store all transaction files for each local Livescan device, of only the transaction files currently retained on that device. Transaction files stored on the local Livescan can be printed even if network connectivity to the central server is not available.
1.27	The Solution SHALL store transaction files from every Livescan device within the central server (including a backup), for a County-designated duration.
1.28	The Solution SHALL be capable of utilizing permission-based context menus for administrative tasks to include, but not be limited to, opening the data directory folder of a highlighted transaction record selected on the inventory screen, deletion of highlighted transaction records, and export of highlighted transaction records to a NIST-compliant file.
1.29	The Solution's Livescan PCs SHALL support Microsoft Windows 10 Enterprise Edition, and Windows Server 2010 and above.
1.30	The Solution SHALL support Microsoft Windows 10 on all Participating Agency-owned PC workstations.
1.31	The Solution SHALL support Microsoft Server Manager Windows 10.
1.32	The Solution SHALL adhere to all Federal and State criminal reporting requirements (i.e., FBI's National Incident Based Reporting System (NIBRS)).
	2.0 – Specifications – User Security and Functionality
2.1	The Solution SHALL include a single User log-in for all CBS application modules, including instances when a User performs business functions for one or more Participating Agencies (i.e., LACRIS Help Desk staff).
2.2	All components of the Solution SHALL utilize this centralized User security group roles. Explain how your Solution will function in an offline mode where there is no connectivity to the central User database.
2.3	The User security group roles SHALL be maintained in the centralized database, with a local copy pushed out to each Livescan device.
2.4	The proposed Solution SHALL support Domain OS logon using a County-designated Active Directory Federation Services (ADFS) Authentication protocol.
2.5	User account information SHALL be stored on the central User database as well as locally on each device that the User has been granted permission to.
2.6	The Solution SHALL allow the CBS System Administrator to select which logon protocol each User shall follow.
2.7	The Solution SHALL allow Users to be assigned to multiple security groups.
2.8	The Solution SHALL apply the highest permission levels of any group that a User belongs to, should that User belong to multiple groups.

Req #	Requirement
2.9	The Solution's security groups and rules SHALL have the capability of decentralized administration. Examples: a lower level Administrator at a local agency cannot create an account equal in security rights to their own. A local Administrator can only affect those Users within their agency.
2.10	The Solution SHALL lockdown the Livescan device's OS for general Users but allow full access for Administrators.
2.11	The Solution SHALL support automatic User account: <ul style="list-style-type: none"> • Lock-out, after a configurable number of days of inactivity • Unlock after a two-factor authentication, or by a system Administrator
2.12	The Solution SHALL control excessive image quality error overrides at the User level, with configurable warning and audit report capabilities.
	The Solution SHALL contain the below functionality and provide administrative notifications (local and/or LACRIS Help Desk) by e-mail. Thresholds to be set by Administrators. Notifications to include but not be limited to: <ul style="list-style-type: none"> • User errors • Too many failed login attempts • Too many image quality overrides • Too many match error (from flats or rolls) overrides • User locked out notification • User advised of eminent lockout if errors persist
3.0 – Specifications – Solution Database	
3.1	The Solution's database SHALL be configurable to include additional tables and fields, as required by County business processes.
3.2	The Solution SHALL be able to receive table updates including validations (i.e., charge codes) and/or accept and utilize tables obtained from an external system or source (i.e., table file in a shared directory used by multiple applications) and immediately apply the new table set and validation rules.
3.3	The Solution SHALL keep a database log of all transactions saved and/or submitted via interface. The log will contain, at minimum: <ul style="list-style-type: none"> • Date/time of transmission • Transaction number • Booking number • User actions with timestamps • System actions with timestamps • Name, gender, race and date of birth of the Subject fingerprint.

Req #	Requirement
3.4	The Solution’s database log SHALL be maintained for a configurable period of time, no less than three years, as specified by County.
4.0 – System Software and Functionality	
4.1	The Solution SHALL include 3 rd party virus protection software as defined by County. (Currently McAfee Enterprise AntiVirus™).
4.2	The Solution SHALL support and be capable of e-mail (sending and receiving) messaging.
4.3	The Solution SHALL have its own means of communication, such as an email system, to support responses in email format (i.e., Simple Mail Transfer Protocol or SMTP) with attachments in EFT, SRE, plain text, etc. formats
4.4	The Solution’s PC workstations and servers located at the locations SHALL have McAfee endpoint security software installed and running in the background. LACRIS will provide the McAfee endpoint security software as part of its enterprise site license.
5.0 – Reports – Centralized and Local	
5.1	The reports SHALL be accessible utilizing the current and two most recent versions of an internet browser, IE, Chrome, Firefox, etc.
5.2	All Users SHALL be authenticated prior to accessing the reports.
5.3	The Solution SHALL ensure access to available reports is based on User’s permissions.
5.4	The Solution SHALL provide a list and description of the default reports.
5.5	The Solution SHALL provide for ad hoc reporting with all fields available.
5.6	The Solution SHALL provide a report building tool, including 10 concurrent software licenses, and necessary training.
5.7	The Solution SHALL provide a web-based administration and reporting module.
5.8	The Solution SHALL have a three year retention for all booking forms.
5.9	The Solution SHALL restrict data in a report to the User’s specific permissions and/or groups that the User has rights to, (i.e., reports containing data only from their Law Enforcement [LE] agency).
6.0 – System Audit Capability	
6.1	The Solution SHALL provide a visual auditing tool to enhance Administrator’s ability to identify issues with submitted images, both fingerprints and photos.
6.2	The Solution’s audited data SHALL be retained for a minimum of three years.
6.3	The Solution SHALL allow for external interface transactions to perform complete and partial record sealing and expunging in CBS. (i.e., MBIS can send a notification to CBS, and CBS will seal the record so Users cannot view the booking forms in CBS).

Req #	Requirement
6.4	The Solution's audit tools SHALL allow Administrator to send warning notifications to a User, lock out a User, and restrict a User's permissions.
	7.0 – System Dashboard (Note: There are no Minimum Solution Requirements within this Section 7.0 (System Dashboard))
8.1	8.0 – Types of Transactions (TOTs) The Solution SHALL be capable of submitting the following TOTs to the County's MBIS via interface: <ul style="list-style-type: none"> • All California State TOTs • State and County TOT's currently used in Los Angeles County, including but not limited to: <ul style="list-style-type: none"> ➤ ID2 ➤ ID4 ➤ Release ➤ Quick-ID ➤ Pre-ID ➤ Local Applicant Submission ➤ Update ➤ Test Record Submission ➤ Registrant ➤ DNS (option 2)
8.2	The Solution SHALL be capable of a DNA submission to Cal-DOJ for criminal (CRM) transaction types, as follows: <ul style="list-style-type: none"> • CRM TOT • As a stand-alone transaction • As a converted transaction, modified to a CRM TOT
8.3	The Solution SHALL be able to receive, via interface response notifications from external systems (e.g., Cal-DOJ, FBI and MBIS), process the notification within CBS, and print for booking record.
9.1	9.0 – Quick-ID Functionality The Quick-ID Solution SHALL include two desktop devices in a configuration described in Section 13.0 (Hardware – Quick-ID Devices)below, capable of submitting a hand/fingerprint(s) and an iris capture to the MBIS for identification verification, using the QID Type of Transaction (TOT).
9.2	The Quick-ID Solution SHALL be able to receive, process, and print response notifications from MBIS.
9.3	The Quick-ID Solution SHALL be able to receive, process, and print a booking photo from the County's Digital Mugshot System (DMS) or MBIS, based on the submitted biometric match (e.g. State, FBI or County identifiers).

Req #	Requirement
	10.0 –Hardware
10.1	The Solution equipment hardware SHALL be new (unused) and current model.
10.2	The Livescan equipment SHALL be supplied with all components specified in Sections 12 (Hardware – Coroner Livescan Devices), 13 (Hardware – (Quick-ID Devices) and 14 (Hardware – Central Server Configuration) below, delivered complete and functionally ready to operate.
10.3	All equipment SHALL work on standard 120 volt circuit and be Underwriters Laboratory (UL) approved; maximum 20 amps.
10.4	The Livescan equipment SHALL include an uninterruptible power supply (UPS) unit and a power conditioner, including surge suppression rated at 2,500 amps, which will provide power to each Livescan device (may exclude camera or printer) for a minimum of 15 minutes.
10.5	Each Livescan device SHALL have all the necessary accessories (e.g., power cord, cabling) to make the device fully functional at installation.
10.6	The Livescan device and its peripherals SHALL utilize existing sites’ current configuration without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal).
10.7	Each Livescan device SHALL have its own Cisco managed network switch that can be monitored by Sheriff’s Data Network (such as model WS-C2960C-8PC-L or agreed upon by Sheriff’s Data Network).
10.8	The software on the Livescan device SHALL be the same software that Cal-DOJ Certified.

Req #	Requirement
11.1	<p data-bbox="237 951 269 1755">11.0 – Hardware – General Livescan Devices (Quantity: 163)</p> <p data-bbox="277 722 310 1755">The Solution SHALL include the following attributes for 163 Livescan Devices:</p> <ul data-bbox="318 285 911 1707" style="list-style-type: none"> <li data-bbox="318 1619 350 1707">• PC <li data-bbox="350 562 383 1707">• Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) <li data-bbox="383 296 415 1707">• Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. <li data-bbox="415 285 448 1707">• Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) <li data-bbox="448 1381 480 1707">• Wired Optical Mouse <li data-bbox="480 1335 513 1707">• Wired 2D barcode reader <li data-bbox="513 1224 545 1707">• Wired magnetic stripe card reader <li data-bbox="545 1297 578 1707">• Wired Digital Signature Pad <li data-bbox="578 1150 610 1707">• 1000ppi Hand/finger capture scanner(s) <li data-bbox="610 758 643 1707">• Iris Camera, mounted in clear view (Requirement #19.0 (Iris Camera)) <li data-bbox="643 621 675 1707">• A locking mechanism to prevent User from manually turning off Livescan device <li data-bbox="675 285 756 1707">• Foot pedals located on both front corners of the cabinet (to allow User access regardless of left or right print capture positioning) <li data-bbox="756 558 789 1707">• “A” quality casters with locking mechanism <p data-bbox="797 558 829 1755">Uninterrupted Power Supply and monitoring software (Requirements #s 1.16, 1.17, and 10.4)</p>
11.2	<p data-bbox="938 264 1003 1755">The Solution SHALL include at least one additional method other than foot pedals (e.g., button or switch) to activate scanners.</p>
11.3	<p data-bbox="1049 310 1114 1755">The Solution’s general Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions:</p> <ul data-bbox="1122 1108 1227 1707" style="list-style-type: none"> <li data-bbox="1122 1108 1154 1707">• 72 inches height (including all peripherals) <li data-bbox="1154 1455 1187 1707">• 32 inches width <li data-bbox="1187 1455 1219 1707">• 30 inches depth

Req #	Requirement
	12.0 – Hardware – Coroner Livescan Devices (Quantity: 2)
12.1	<p>The Solution SHALL include the following attributes for 2 <i>Coroner Devices</i>:</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader <input type="checkbox"/> Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) adapted to the Coroner’s unique business need • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet to allow User access regardless of left or right print capture positioning • “A” quality casters with locking mechanism • Uninterrupted Power Supply (Requirements #s 1.16, 1.17, and 10.4)
12.2	Coroner’s fingerprint capture equipment SHALL be adapted and configured to Coroner’s unique business need.
12.3	<p>The Solution’s coroner Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions:</p> <ul style="list-style-type: none"> • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth

Req #	Requirement
13.1	<p>13.0 – Hardware – Quick-ID Devices (Quantity: 2)</p> <p>The Solution’s Quick-ID device SHALL include the following attributes (Quantity 2):</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) • Iris camera (Requirement #18.0 (MugShot Camera)) • 1 Wired foot pedal with capture and save capability • Uninterrupted Power Supply (Requirements #s 1.16, 1.17, and 10.4).
14.1	<p>14.0 – Hardware – Central Server Configuration</p> <p>The Solution’s Central Server Configuration SHALL:</p> <ul style="list-style-type: none"> • Be contained in a Contractor-provided single server rack, with redundant power sources provided by LASD’s data center • Include all the servers and internal networking necessary for the entire CBS Solution functionality, installed in the rack • Have redundant networking capabilities to the Department’s PAC50 Network • Include two communication protocols to the Contractor’s second data center site, as follows: <ul style="list-style-type: none"> a. Contractor-provided direct point-to-point communication line b. VPN connection via the internet (as backup)

Req #	Requirement
	15.0 – Printer Functionality
15.1	<p>The Solution SHALL be able to print within an agency and to the following network-type printers, including existing agency printers currently on hand (Refer to Section 16.0 (Printers – Color Lasers) for printer requirements). FBI certified laser printer</p> <ul style="list-style-type: none"> • Color laser printer • Non-FBI certified laser printer • Wristband printer • Paperless printer Solution
15.2	<p>The Solution SHALL have the capability of printing to multiple printers and be configurable at any time by County, to print only those response messages, booking forms, Subject wrist bands, etc. that are requested by each agency or location.</p>
15.3	<p>The printers SHALL have the capability of receiving print jobs from multiple Livescan or biometric capture devices.</p>
15.4	<p>The Solution SHALL be capable of watermarking any image prior to packaging and submitting through the central server. Watermarking any image is configurable by Administrators based on permissions.</p>
	16.0 – Printers – Color Laser (Quantity: 144)
16.1	<p>The Solution’s color laser printer SHALL have, at minimum, the following attributes:</p> <ul style="list-style-type: none"> • 10/100/1000BaseTX Ethernet and USB 2.0 and/or above connections • Print speed supporting up to 22 ppm or higher • Resolution of 600 by 600 dpi • 40,000 page monthly duty cycle (minimum) • Duplex printing capable, automatic 2-sided • i) Tray 1: (Multipurpose tray): Custom sizes: 3 x 5 in. to 8.5 x 14 in. (76.2 x 127 mm to 216 x 356 mm); capacity 150 pages minimum • ii) Tray 2: (optional) Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. (148 x 210 mm to 216 x 356 mm); capacity 500 pages iii) Manual feed function (optional) • Toner capacity yield of at least 6,000 sheets

Req #	Requirement
	17.0 – Paperless Storage/Print Functionality on Demand
17.1	The Solution SHALL be capable of storing electronic documents and be accessible through a web service, both within the local law enforcement agency and the central site as a central repository. An agency can select and print any of the electronic documents received by the Solution’s Livescan device assigned to their agency, to any of that agency’s printer(s).
17.2	The printerless Solution SHALL be capable of different output formats, including PDF, MHT, TIFF, PNG, and JPEG. It SHALL also support email capability.
17.3	The central repository SHALL retain record documents indefinitely or until sealed or expunged.
17.4	The document repository on each Livescan device SHALL be retained for as long as the corresponding record is available on that device.
	18.0 – MugShot Camera (Quantity: 139)
18.1	The camera SHALL have a minimum of 10 Megapixels and comparable to a 1/4-Type CCD Sensor, or better.
18.2	Image quality SHALL meet or exceed the NIST Best Practice Recommendations for the Capture of mugshots http://www.nist.gov/itl/iad/ig/ansi_standard.cfm
18.3	The camera SHALL have livescan Solution software-controlled Digital SLR, where the software controls the camera’s zoom, photo capture, and power management.
18.4	The Solution SHALL be capable of taking a whole single image and allows the User to manually crop multiple scars, marks and tattoos (SMTs) with a roping type software tool and further allow close cropping using an intuitive software design.
18.5	The camera SHALL have auto face-finding capability either through hardware or software Solution.
18.6	The Solution SHALL support auto-sizing for front and profile photos with User override capability configured by system Administrator.
18.7	The Solution SHALL support the capturing of up to 99 SMTs per criminal transaction.
18.8	The Solution SHALL require the User at the Livescan device to capture SMT photos in instances where a booking record was initiated elsewhere (i.e., agency RMS) indicated that an SMT exists on the Subject.
18.9	The User SHALL be able to override the initial descriptions and/or SMT location based on policy(ies) if the record was initially started elsewhere (i.e. agency RMS).
18.10	The camera SHALL be capable of feeding an image to, and be controlled from, multiple Livescans.
18.11	Mugshot image quality (i.e, Subject’s sizing in photo) at all sites SHALL remain consistent throughout the County, regardless of the Livescan device setup and location, identified in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work). Most sites utilize a ceiling mounted three point lighting system, as illustrated in Attachment A.7 (Sample Equipment Setup Diagram) to Exhibit A (Statement of Work).

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18.12	All mugshot camera installations SHALL be hard-wired and able to utilize existing sites' footprint without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal). Using Attachment A.7 (Sample Equipment Setup Diagram) to Exhibit A (Statement of Work) as the standard location configuration, describe how your mugshot quality component will be integrated at a site.
	19.0 – Iris Camera (Quantity: 163)
19.1	The Iris Type 17 Transaction within the Solution, SHALL conform to the most current “Technical Specifications Document for the Iris Pilot (IP) Project” as specified by the FBI. https://www.fbi/biospecs.cjis.gov/Document/Get?fileName=Iris_Pilot_Technical_Specification_DRAFT-v2-6-8.pdf
19.2	The Iris camera SHALL be securely attached to the Solution’s cabinet or with a locking device (i.e. security cable) for positioning the camera forward, with vendor-provided interconnection wiring/cabling from CPU to camera
19.3	The Iris camera SHALL capture both eyes simultaneously on the first capture, allow individual captures after alerting User when the original capture quality is poor, and/or override if necessary (i.e., artificial eye).
	20.0 – Connectivity
20.1	The Solution SHALL support network connectivity of 10Base-T (RJ-45) TCP/IP, UDP, SMTP.
20.2	The Solution SHALL have a real-time interface to the County’s MBIS using a County network connection. Interfaces include, but are not limited to FTP, SMTP, Web Services, SFTP, etc.
	21.0 – Fingerprint Images – includes all fingerprint images captured
21.1	<p>The Solution SHALL support 1000ppi which is required for all fingerprint images captured in Section 12 (Hardware – Coroner Livescan Devices) above</p> <p>‘General Livescan Devices,’ including:</p> <ul style="list-style-type: none"> • Individually rolled 4-Finger flats • Palm print and Writer’s palm (describe optics), including: <ul style="list-style-type: none"> i. Upper / Lower ii. Whole Hand iii. Writer’s Edge
21.2	The Solution SHALL support 1000ppi using JPEG 2000 15:1 Compression and is backward compatible to 500 WSQ.
21.3	The Solution SHALL be in compliance with “Profile for 1000ppi Fingerprint Compression” Version 1.1 https://www.fbi/biospecs.cjis.gov/Document/Get?fileName=J2K1000.pdf

Req #	Requirement
	22.0 – Fingerprint Image Capture
22.1	If the Solution optics do not capture the whole palm (with one pass), it SHALL include all images that are applicable to that Solution’s device (rolls, flats, upper palm, lower palm, inter-digital, and writer’s edge).
22.2	The Solution SHALL support 4-finger flat to roll comparison (i.e., detection of fingers rolled out of sequence).
22.3	The Solution SHALL be within 99.5% match accuracy.
22.4	The Solution SHALL support 4-finger flat to match against all captured flats and alert the User if there is not a match.
22.5	The Solution SHALL be configurable to allow the “out of sequence” finger to be saved.
22.6	The Solution SHALL provide a side-by-side view of two or more images if the image already exists, with scoring to allow the User to decide which image to save.
22.7	The Solution SHALL provide way of annotating the image when a capture cannot occur or is an exception (e.g., scarred, amputation). Annotation can occur either before or after capture.
	23.0 – Image Capture Times
23.1	<p>The Solution SHALL provide capture times as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) or if auto capture from acceptance of last image captured until the quality check is done and displayed on screen:</p> <ul style="list-style-type: none"> • Flat single finger - 2 seconds • Rolled images - 3 seconds • Upper Palm - 3 seconds • Lower Palm – 3 seconds
23.2	<p>The Solution SHALL provide capture times, as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) to support upper palm and the four finger flat images, and display on the screen:</p> <ul style="list-style-type: none"> • Upper Palm - 3 seconds • Whole hand - 6 seconds
	24.0 – Fingerprint Image Quality Override
24.1	The Solution SHALL check every image capture for quality.
24.2	The Solution SHALL allow the User to override and accept what the system determines to be a poor image, and log this action.
24.3	The Solution SHALL be configurable to force the User to try and obtain a better quality image by a configurable number of times.
24.4	When the User’s statistics drop below a configurable acceptable level, the Solution SHALL restrict the User’s account.
24.5	The User’s access SHALL be turned off when their statistics fall below a configured acceptable level.
24.6	The Solution SHALL allow the User to save the best print of all re-rolled prints.

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24.7	The Solution SHALL track each User’s image quality results.
	25.0 – User and Administrator Calibration Checks
25.1	If capture scanners are not self-calibrating, the Solution SHALL allow Users to check and perform a scanner calibration for each attached scanner capture type. This calibration process SHALL not exceed one minute.
25.2	If capture scanners are not self-calibrating, the Solution SHALL alert Users to perform scanner calibration by a configurable schedule (i.e., after twenty-five bookings or twenty-one days, whichever is earlier).
	26.0 – General Interface, Network, Hardware, and Software
26.1	The Solution SHALL support automatic updates at the device level.
26.2	The Solution SHALL be capable of synchronizing with time servers for all devices utilizing Network Time Protocol (NTP.)
26.3	The Solution SHALL display to the User, an intuitive status indicator for designated interfaces on which the Livescan device relies to communicate, indicating their connectivity.
26.4	The Solution SHALL still process a transaction when the network and/or AJIS interface is unavailable, and SHALL alert the User (i.e., warning message) advising them when working in an offline mode.
26.5	The Solution SHALL allow Users to log into the Livescan devices when the network and/or AJIS interface is unavailable.
26.6	The Solution SHALL have software version control and be capable of an automated procedure to ensure that all devices are running the same software, drivers, firmware, module, or other components.
26.7	The Solution SHALL have a table version control and be capable of handling more than one version of tables (agency and/or location-specific table values).
26.8	<p>The Solution SHALL be compliant with the most recent version of the following standards:</p> <ul style="list-style-type: none"> • NIST - Types 1, 2, 4, 8, 9, 10, 14, 15, and 17, as well as additional future types within 6 weeks of publication • EBTS • Cal-DOJ NIST • FBI/CJIS • LA County NIST (Attachment A.10) to Exhibit A (Statement of Work) • American National Standards Institute/National Institute of Standards and Technology (ANSI/NIST) http://www.nist.gov/itl/iad/ig/ansi_standard.cfm <p>Note: The Solution SHALL remain compliant with the above standards, throughout the Term of the Agreement, as new versions are published.</p>

Req #	Requirement
1.14	The Solution SHALL include a complete and valid standards-based record in conformance with the most current FBI Electronic Biometrics Transmission Specification (EBTS) https://www.fbi/ebtspecs.cjis.gov/EBTS/Approved , as well as the more stringent Cal-DOJ specifications (i.e., State charge tables) and County specifications (e.g., 1,000 ppi print capture from scanner, mugshot required for every booking).
1.15	The Solution SHALL have edit functionality which allows Users to correct errors and resubmit records. It SHALL permit the opening and editing of erroneous records. Once a record has been edited, it SHALL pass the same validations as would a new record.
1.16	The uninterrupted power supply (UPS) software SHALL be capable of sending status emails to the LACRIS Help Desk when power issues arise.
1.17	The UPS software SHALL be capable of notifying the User of power issues informing them to save their work and shut down the Livescan device.
1.18	The Solution SHALL validate defined data entry fields for compliance, as delineated by County, Cal-DOJ, FBI/Criminal Justice Information Services (CJIS) Division, or other agency specifications.
1.19	The Solution SHALL ensure each mandatory field is present before submitting the transaction. Mandatory fields are governed by specifications.
1.20	The Solution SHALL adhere to tabled data entry fields for all data where a tabled dataset is available and provided. Depending on the tabled data entry field, the Solution SHALL : <ul style="list-style-type: none"> • Default the field value, based on the User’s configuration, with the option for User to override. • Provide a look-up table, such as a drop-down field, for the User to select the correct value from, but also allow the User to enter the field manually with predictive table values suggested.
1.21	The Solution SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices.
1.22	The Solution SHALL authenticate each booking record when: <ul style="list-style-type: none"> • Passing all the Cal-DOJ NIST and Los Angeles County specific NIST validations; • Bundling the booking record as an EBTS-compliant package consisting of all of the required records and types, then; • Submitting the package via interface to the Multimodal Biometric Identification System (MBIS).
1.23	The Solution SHALL provide the capability to convert an existing record, with prints, into any other transaction type submission (e.g., converting an IDN TOT to a CRM/REG/APP/DNS or a CRM to a REG/APP/DNS), as required by the County.
1.24	The Solution SHALL have passive communication capability (i.e. chat window) for the LACRIS Help Desk to communicate with the User.

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1.25	The Solution SHALL have the ability to import a NIST file and print a copy of the booking slip and finger/palm print cards.
1.26	The Solution SHALL store all transaction files for each local Livescan device, of only the transaction files currently retained on that device. Transaction files stored on the local Livescan can be printed even if network connectivity to the central server is not available.
1.27	The Solution SHALL store transaction files from every Livescan device within the central server (including a backup), for a County-designated duration.
1.28	The Solution SHALL be capable of utilizing permission-based context menus for administrative tasks to include, but not be limited to, opening the data directory folder of a highlighted transaction record selected on the inventory screen, deletion of highlighted transaction records, and export of highlighted transaction records to a NIST-compliant file.
1.29	The Solution's Livescan PCs SHALL support Microsoft Windows 10 Enterprise Edition, and Windows Server 2010 and above.
1.30	The Solution SHALL support Microsoft Windows 10 on all Participating Agency-owned PC workstations.
1.31	The Solution SHALL support Microsoft Server Manager Windows 10.
1.32	The Solution SHALL adhere to all Federal and State criminal reporting requirements (i.e., FBI's National Incident Based Reporting System (NIBRS)).
	2.0 – Specifications – User Security and Functionality
2.1	The Solution SHALL include a single User log-in for all CBS application modules, including instances when a User performs business functions for one or more Participating Agencies (i.e., LACRIS Help Desk staff).
2.2	All components of the Solution SHALL utilize this centralized User security group roles. Explain how your Solution will function in an offline mode where there is no connectivity to the central User database.
2.3	The User security group roles SHALL be maintained in the centralized database, with a local copy pushed out to each Livescan device.
2.4	The proposed Solution SHALL support Domain OS logon using a County-designated Active Directory Federation Services (ADFS) Authentication protocol.
2.5	User account information SHALL be stored on the central User database as well as locally on each device that the User has been granted permission to.
2.6	The Solution SHALL allow the CBS System Administrator to select which logon protocol each User shall follow.
2.7	The Solution SHALL allow Users to be assigned to multiple security groups.
2.8	The Solution SHALL apply the highest permission levels of any group that a User belongs to, should that User belong to multiple groups.

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2.9	The Solution's security groups and rules SHALL have the capability of decentralized administration. Examples: a lower level Administrator at a local agency cannot create an account equal in security rights to their own. A local Administrator can only affect those Users within their agency.
2.10	The Solution SHALL lockdown the Livescan device's OS for general Users but allow full access for Administrators.
2.11	The Solution SHALL support automatic User account: <ul style="list-style-type: none"> • Lock-out, after a configurable number of days of inactivity • Unlock after a two-factor authentication, or by a system Administrator
2.12	The Solution SHALL control excessive image quality error overrides at the User level, with configurable warning and audit report capabilities.
	The Solution SHALL contain the below functionality and provide administrative notifications (local and/or LACRIS Help Desk) by e-mail. Thresholds to be set by Administrators. Notifications to include but not be limited to: <ul style="list-style-type: none"> • User errors • Too many failed login attempts • Too many image quality overrides • Too many match error (from flats or rolls) overrides • User locked out notification • User advised of eminent lockout if errors persist
3.0 – Specifications – Solution Database	
3.1	The Solution's database SHALL be configurable to include additional tables and fields, as required by County business processes.
3.2	The Solution SHALL be able to receive table updates including validations (i.e., charge codes) and/or accept and utilize tables obtained from an external system or source (i.e., table file in a shared directory used by multiple applications) and immediately apply the new table set and validation rules.
3.3	The Solution SHALL keep a database log of all transactions saved and/or submitted via interface. The log will contain, at minimum: <ul style="list-style-type: none"> • Date/time of transmission • Transaction number • Booking number • User actions with timestamps • System actions with timestamps • Name, gender, race and date of birth of the Subject fingerprint.

Req #	Requirement
3.4	The Solution's database log SHALL be maintained for a configurable period of time, no less than three years, as specified by County.
4.0 – System Software and Functionality	
4.1	The Solution SHALL include 3 rd party virus protection software as defined by County. (Currently McAfee Enterprise AntiVirus™).
4.2	The Solution SHALL support and be capable of e-mail (sending and receiving) messaging.
4.3	The Solution SHALL have its own means of communication, such as an email system, to support responses in email format (i.e., Simple Mail Transfer Protocol or SMTP) with attachments in EFT, SRE, plain text, etc. formats
4.4	The Solution's PC workstations and servers located at the locations SHALL have McAfee endpoint security software installed and running in the background. LACRIS will provide the McAfee endpoint security software as part of its enterprise site license.
5.0 – Reports – Centralized and Local	
5.1	The reports SHALL be accessible utilizing the current and two most recent versions of an internet browser, IE, Chrome, Firefox, etc.
5.2	All Users SHALL be authenticated prior to accessing the reports.
5.3	The Solution SHALL ensure access to available reports is based on User's permissions.
5.4	The Solution SHALL provide a list and description of the default reports.
5.5	The Solution SHALL provide for ad hoc reporting with all fields available.
5.6	The Solution SHALL provide a report building tool, including 10 concurrent software licenses, and necessary training.
5.7	The Solution SHALL provide a web-based administration and reporting module.
5.8	The Solution SHALL have a three year retention for all booking forms.
5.9	The Solution SHALL restrict data in a report to the User's specific permissions and/or groups that the User has rights to, (i.e., reports containing data only from their Law Enforcement [LE] agency).
6.0 – System Audit Capability	
6.1	The Solution SHALL provide a visual auditing tool to enhance Administrator's ability to identify issues with submitted images, both fingerprints and photos.
6.2	The Solution's audited data SHALL be retained for a minimum of three years.
6.3	The Solution SHALL allow for external interface transactions to perform complete and partial record sealing and expunging in CBS. (i.e., MBIS can send a notification to CBS, and CBS will seal the record so Users cannot view the booking forms in CBS).

Req #	Requirement
6.4	The Solution's audit tools SHALL allow Administrator to send warning notifications to a User, lock out a User, and restrict a User's permissions.
	7.0 – System Dashboard (Note: There are no Minimum Solution Requirements within this Section 7.0 (System Dashboard))
	8.0 – Types of Transactions (TOTs)
8.1	<p>The Solution SHALL be capable of submitting the following TOTs to the County's MBIS via interface:</p> <ul style="list-style-type: none"> • All California State TOTs • State and County TOT's currently used in Los Angeles County, including but not limited to: <ul style="list-style-type: none"> ➤ ID2 ➤ ID4 ➤ Release ➤ Quick-ID ➤ Pre-ID ➤ Local Applicant Submission ➤ Update ➤ Test Record Submission ➤ Registrant ➤ DNS (option 2)
8.2	<p>The Solution SHALL be capable of a DNA submission to Cal-DOJ for criminal (CRM) transaction types, as follows:</p> <ul style="list-style-type: none"> • CRM TOT • As a stand-alone transaction • As a converted transaction, modified to a CRM TOT
8.3	The Solution SHALL be able to receive, via interface response notifications from external systems (e.g., Cal-DOJ, FBI and MBIS), process the notification within CBS, and print for booking record.
	9.0 – Quick-ID Functionality
9.1	The Quick-ID Solution SHALL include two desktop devices in a configuration described in Section 13.0 (Hardware – Quick-ID Devices)below, capable of submitting a hand/fingerprint(s) and an iris capture to the MBIS for identification verification, using the QID Type of Transaction (TOT).
9.2	The Quick-ID Solution SHALL be able to receive, process, and print response notifications from MBIS.
9.3	The Quick-ID Solution SHALL be able to receive, process, and print a booking photo from the County's Digital Mugshot System (DMS) or MBIS, based on the submitted biometric match (e.g. State, FBI or County identifiers).

Req #	Requirement
	10.0 –Hardware
10.1	The Solution equipment hardware SHALL be new (unused) and current model.
10.2	The Livescan equipment SHALL be supplied with all components specified in Sections 12 (Hardware – Coroner Livescan Devices), 13 (Hardware – (Quick-ID Devices) and 14 (Hardware – Central Server Configuration) below, delivered complete and functionally ready to operate.
10.3	All equipment SHALL work on standard 120 volt circuit and be Underwriters Laboratory (UL) approved; maximum 20 amps.
10.4	The Livescan equipment SHALL include an uninterrupt power supply (UPS) unit and a power conditioner, including surge suppression rated at 2,500 amps, which will provide power to each Livescan device (may exclude camera or printer) for a minimum of 15 minutes.
10.5	Each Livescan device SHALL have all the necessary accessories (e.g., power cord, cabling) to make the device fully functional at installation.
10.6	The Livescan device and its peripherals SHALL utilize existing sites’ current configuration without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal).
10.7	Each Livescan device SHALL have its own Cisco managed network switch that can be monitored by Sheriff’s Data Network (such as model WS-C2960C-8PC-L or agreed upon by Sheriff’s Data Network).
10.8	The software on the Livescan device SHALL be the same software that Cal-DOJ Certified.

Req #	Requirement
11.0 – Hardware – General Livescan Devices (Quantity: 163)	
11.1	<p>The Solution SHALL include the following attributes for 163 Livescan Devices:</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader • Wired Digital Signature Pad • 1000ppi Hand/finger capture scanner(s) • Iris Camera, mounted in clear view (Requirement #19.0 (Iris Camera)) • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet (to allow User access regardless of left or right print capture positioning) • “A” quality casters with locking mechanism <p>Uninterrupted Power Supply and monitoring software (Requirements #s 1.16, 1.17, and 10.4)</p>
11.2	<p>The Solution SHALL include at least one additional method other than foot pedals (e.g., button or switch) to activate scanners.</p>
11.3	<p>The Solution’s general Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions:</p> <ul style="list-style-type: none"> • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth

Req #	Requirement
	12.0 – Hardware – Coroner Livescan Devices (Quantity: 2)
12.1	<p>The Solution SHALL include the following attributes for 2 <i>Coroner Devices</i>:</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired magnetic stripe card reader <input type="checkbox"/> Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) adapted to the Coroner’s unique business need • A locking mechanism to prevent User from manually turning off Livescan device • Foot pedals located on both front corners of the cabinet to allow User access regardless of left or right print capture positioning • “A” quality casters with locking mechanism • Uninterrupted Power Supply (Requirements #s 1.16, 1.17, and 10.4)
12.2	Coroner’s fingerprint capture equipment SHALL be adapted and configured to Coroner’s unique business need.
12.3	<p>The Solution’s coroner Livescan device SHALL be housed in a ruggedized cabinet with the following maximum dimensions:</p> <ul style="list-style-type: none"> • 72 inches height (including all peripherals) • 32 inches width • 30 inches depth

Req #	Requirement
13.1	<p>13.0 – Hardware – Quick-ID Devices (Quantity: 2)</p> <p>The Solution’s Quick-ID device SHALL include the following attributes (Quantity 2):</p> <ul style="list-style-type: none"> • PC • Monitor-24” Touch Screen Flat Panel (maximum) with 12” display height (minimum) • Full-function, QWERTY wired keyboard with a numeric pad, separate function keys, and navigation keys. • Webcam, minimum 2.0 megapixels resolution, either built in the Monitor or wired-type and mounted to the Monitor (for face biometric login authentication) • Wired Optical Mouse • Wired 2D barcode reader • Wired Digital Signature Pad • Minimum 500ppi Hand/finger capture scanner(s) • Iris camera (Requirement #18.0 (MugShot Camera)) • 1 Wired foot pedal with capture and save capability • Uninterrupted Power Supply (Requirements #s 1.16, 1.17, and 10.4).
14.1	<p>14.0 – Hardware – Central Server Configuration</p> <p>The Solution’s Central Server Configuration SHALL:</p> <ul style="list-style-type: none"> • Be contained in a Contractor-provided single server rack, with redundant power sources provided by LASD’s data center • Include all the servers and internal networking necessary for the entire CBS Solution functionality, installed in the rack • Have redundant networking capabilities to the Department’s PAC50 Network • Include two communication protocols to the Contractor’s second data center site, as follows: <ul style="list-style-type: none"> a. Contractor-provided direct point-to-point communication line b. VPN connection via the internet (as backup)

Req #	Requirement
	15.0 – Printer Functionality
15.1	<p>The Solution SHALL be able to print within an agency and to the following network-type printers, including existing agency printers currently on hand (Refer to Section 16.0 (Printers – Color Lasers) for printer requirements). FBI certified laser printer</p> <ul style="list-style-type: none"> • Color laser printer • Non-FBI certified laser printer • Wristband printer • Paperless printer Solution
15.2	<p>The Solution SHALL have the capability of printing to multiple printers and be configurable at any time by County, to print only those response messages, booking forms, Subject wrist bands, etc. that are requested by each agency or location.</p>
15.3	<p>The printers SHALL have the capability of receiving print jobs from multiple Livescan or biometric capture devices.</p>
15.4	<p>The Solution SHALL be capable of watermarking any image prior to packaging and submitting through the central server. Watermarking any image is configurable by Administrators based on permissions.</p>
	16.0 – Printers – Color Laser (Quantity: 144)
16.1	<p>The Solution’s color laser printer SHALL have, at minimum, the following attributes:</p> <ul style="list-style-type: none"> • 10/100/1000BaseTX Ethernet and USB 2.0 and/or above connections • Print speed supporting up to 22 ppm or higher • Resolution of 600 by 600 dpi • 40,000 page monthly duty cycle (minimum) • Duplex printing capable, automatic 2-sided <ul style="list-style-type: none"> i) Tray 1: (Multipurpose tray): Custom sizes: 3 x 5 in. to 8.5 x 14 in. (76.2 x 127 mm to 216 x 356 mm); capacity 150 pages minimum ii) Tray 2: (optional) Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. (148 x 210 mm to 216 x 356 mm); capacity 500 pages iii) Manual feed function (optional) • Toner capacity yield of at least 6,000 sheets

Req #	Requirement
	17.0 – Paperless Storage/Print Functionality on Demand
17.1	The Solution SHALL be capable of storing electronic documents and be accessible through a web service, both within the local law enforcement agency and the central site as a central repository. An agency can select and print any of the electronic documents received by the Solution’s Livescan device assigned to their agency, to any of that agency’s printer(s).
17.2	The printerless Solution SHALL be capable of different output formats, including PDF, MHT, TIFF, PNG, and JPEG. It SHALL also support email capability.
17.3	The central repository SHALL retain record documents indefinitely or until sealed or expunged.
17.4	The document repository on each Livescan device SHALL be retained for as long as the corresponding record is available on that device.
	18.0 – MugShot Camera (Quantity: 139)
18.1	The camera SHALL have a minimum of 10 Megapixels and comparable to a 1/4-Type CCD Sensor, or better.
18.2	Image quality SHALL meet or exceed the NIST Best Practice Recommendations for the Capture of mugshots http://www.nist.gov/itl/iad/ig/ansi_standard.cfm
18.3	The camera SHALL have livescan Solution software-controlled Digital SLR, where the software controls the camera’s zoom, photo capture, and power management.
18.4	The Solution SHALL be capable of taking a whole single image and allows the User to manually crop multiple scars, marks and tattoos (SMTs) with a roping type software tool and further allow close cropping using an intuitive software design.
18.5	The camera SHALL have auto face-finding capability either through hardware or software Solution.
18.6	The Solution SHALL support auto-sizing for front and profile photos with User override capability configured by system Administrator.
18.7	The Solution SHALL support the capturing of up to 99 SMTs per criminal transaction.
18.8	The Solution SHALL require the User at the Livescan device to capture SMT photos in instances where a booking record was initiated elsewhere (i.e., agency RMS) indicated that an SMT exists on the Subject.
18.9	The User SHALL be able to override the initial descriptions and/or SMT location based on policy(ies) if the record was initially started elsewhere (i.e. agency RMS).
18.10	The camera SHALL be capable of feeding an image to, and be controlled from, multiple Livescans.
18.11	Mugshot image quality (i.e, Subject’s sizing in photo) at all sites SHALL remain consistent throughout the County, regardless of the Livescan device setup and location, identified in Attachment A.4 (Equipment Locations & Inventory) to Exhibit A (Statement of Work). Most sites utilize a ceiling mounted three point lighting system, as illustrated in Attachment A.7 (Sample Equipment Setup Diagram) to Exhibit A (Statement of Work).

Req #	Requirement
18.12	All mugshot camera installations SHALL be hard-wired and able to utilize existing sites' footprint without physical modification to the facilities (i.e. new conduit, moving power, moving light bar, installation of a pedestal). Using Attachment A.7 (Sample Equipment Setup Diagram) to Exhibit A (Statement of Work) as the standard location configuration, describe how your mugshot quality component will be integrated at a site.
	19.0 – Iris Camera (Quantity: 163)
19.1	The Iris Type 17 Transaction within the Solution, SHALL conform to the most current “Technical Specifications Document for the Iris Pilot (IP) Project” as specified by the FBI. https://www.fbi/biospecs.cjis.gov/Document/Get?fileName=Iris_Pilot_Technical_Specification_DRAFT-v2-6-8.pdf
19.2	The Iris camera SHALL be securely attached to the Solution’s cabinet or with a locking device (i.e. security cable) for positioning the camera forward, with vendor-provided interconnection wiring/cabling from CPU to camera
19.3	The Iris camera SHALL capture both eyes simultaneously on the first capture, allow individual captures after alerting User when the original capture quality is poor, and/or override if necessary (i.e., artificial eye).
	20.0 – Connectivity
20.1	The Solution SHALL support network connectivity of 10Base-T (RJ-45) TCP/IP, UDP, SMTP.
20.2	The Solution SHALL have a real-time interface to the County’s MBIS using a County network connection. Interfaces include, but are not limited to FTP, SMTP, Web Services, SFTP, etc.
	21.0 – Fingerprint Images – includes all fingerprint images captured
21.1	<p>The Solution SHALL support 1000ppi which is required for all fingerprint images captured in Section 12 (Hardware – Coroner Livescan Devices) above</p> <p>‘General Livescan Devices,’ including:</p> <ul style="list-style-type: none"> • Individually rolled 4-Finger flats • Palm print and Writer’s palm (describe optics), including: <ul style="list-style-type: none"> i. Upper / Lower ii. Whole Hand iii. Writer’s Edge
21.2	The Solution SHALL support 1000ppi using JPEG 2000 15:1 Compression and is backward compatible to 500 WSQ.
21.3	The Solution SHALL be in compliance with “Profile for 1000ppi Fingerprint Compression” Version 1.1 https://www.fbi/biospecs.cjis.gov/Document/Get?fileName=J2K1000.pdf

Req #	Requirement
	22.0 – Fingerprint Image Capture
22.1	If the Solution optics do not capture the whole palm (with one pass), it SHALL include all images that are applicable to that Solution’s device (rolls, flats, upper palm, lower palm, inter-digital, and writer’s edge).
22.2	The Solution SHALL support 4-finger flat to roll comparison (i.e., detection of fingers rolled out of sequence).
22.3	The Solution SHALL be within 99.5% match accuracy.
22.4	The Solution SHALL support 4-finger flat to match against all captured flats and alert the User if there is not a match.
22.5	The Solution SHALL be configurable to allow the “out of sequence” finger to be saved.
22.6	The Solution SHALL provide a side-by-side view of two or more images if the image already exists, with scoring to allow the User to decide which image to save.
22.7	The Solution SHALL provide way of annotating the image when a capture cannot occur or is an exception (e.g., scarred, amputation). Annotation can occur either before or after capture.
	23.0 – Image Capture Times
23.1	<p>The Solution SHALL provide capture times as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) or if auto capture from acceptance of last image captured until the quality check is done and displayed on screen:</p> <ul style="list-style-type: none"> • Flat single finger - 2 seconds • Rolled images - 3 seconds • Upper Palm - 3 seconds • Lower Palm – 3 seconds
23.2	<p>The Solution SHALL provide capture times, as listed below. Capture timing will be from activation of foot pedal (button, or other type of switch) to support upper palm and the four finger flat images, and display on the screen:</p> <ul style="list-style-type: none"> • Upper Palm - 3 seconds • Whole hand - 6 seconds
	24.0 – Fingerprint Image Quality Override
24.1	The Solution SHALL check every image capture for quality.
24.2	The Solution SHALL allow the User to override and accept what the system determines to be a poor image, and log this action.
24.3	The Solution SHALL be configurable to force the User to try and obtain a better quality image by a configurable number of times.
24.4	When the User’s statistics drop below a configurable acceptable level, the Solution SHALL restrict the User’s account.
24.5	The User’s access SHALL be turned off when their statistics fall below a configured acceptable level.
24.6	The Solution SHALL allow the User to save the best print of all re-rolled prints.

Req #	Requirement
24.7	The Solution SHALL track each User’s image quality results.
	25.0 – User and Administrator Calibration Checks
25.1	If capture scanners are not self-calibrating, the Solution SHALL allow Users to check and perform a scanner calibration for each attached scanner capture type. This calibration process SHALL not exceed one minute.
25.2	If capture scanners are not self-calibrating, the Solution SHALL alert Users to perform scanner calibration by a configurable schedule (i.e., after twenty-five bookings or twenty-one days, whichever is earlier).
	26.0 – General Interface, Network, Hardware, and Software
26.1	The Solution SHALL support automatic updates at the device level.
26.2	The Solution SHALL be capable of synchronizing with time servers for all devices utilizing Network Time Protocol (NTP.)
26.3	The Solution SHALL display to the User, an intuitive status indicator for designated interfaces on which the Livescan device relies to communicate, indicating their connectivity.
26.4	The Solution SHALL still process a transaction when the network and/or AJIS interface is unavailable, and SHALL alert the User (i.e., warning message) advising them when working in an offline mode.
26.5	The Solution SHALL allow Users to log into the Livescan devices when the network and/or AJIS interface is unavailable.
26.6	The Solution SHALL have software version control and be capable of an automated procedure to ensure that all devices are running the same software, drivers, firmware, module, or other components.
26.7	The Solution SHALL have a table version control and be capable of handling more than one version of tables (agency and/or location-specific table values).
26.8	<p>The Solution SHALL be compliant with the most recent version of the following standards:</p> <ul style="list-style-type: none"> • NIST - Types 1, 2, 4, 8, 9, 10, 14, 15, and 17, as well as additional future types within 6 weeks of publication • EBTS • Cal-DOJ NIST • FBI/CJIS • LA County NIST (Attachment A.10) to Exhibit A (Statement of Work) • American National Standards Institute/National Institute of Standards and Technology (ANSI/NIST) http://www.nist.gov/itl/iad/ig/ansi_standard.cfm <p>Note: The Solution SHALL remain compliant with the above standards, throughout the Term of the Agreement, as new versions are published.</p>

Req #	Requirement
26.9	The Solution SHALL support custom print formats (e.g., Los Angeles County booking slip, wristbands, medical screening forms, certificate of release, bail deviation form, and additional charge form) shown in Attachment A.9 (Sample Booking Forms) to Exhibit A (Statement of Work).
26.10	The Solution SHALL allow system Administrators to design custom report formats using a 3 rd Party Report Writer (i.e., Crystal Reports), and print them based on permissions.
26.11	All licenses for any third party software required for this Solution SHALL be included.
26.12	The Solution SHALL save partially completed bookings and allow a User to retrieve and continue the booking process after a Subject's fingerprint identification, from conditions such as: <ul style="list-style-type: none"> • After a local identification with 99.5% match accuracy • After an MBIS identification
26.13	The Solution SHALL be capable of retrieving an incomplete booking transaction from a Livescan device than originally started.
26.14	The Solution SHALL support the ability to block the editing of a record when the fingerprint identification falls below the 99.5% match threshold.
26.15	The Solution SHALL support the ability to allow limited editing without fingerprint identification.
26.16	The Solution SHALL support Barcode Scanning and printing (two-dimensional capable) for the following example purposes: <ul style="list-style-type: none"> • To aid in data entry • To initiate a demographic download • To be used with any TOT or function • For wristband printing • All booking documentation • For ID Card
26.17	The Solution SHALL support completed booking review on the Livescan device, prior to submission/transmission of booking record.
26.18	The Solution SHALL be capable of supporting a touch screen monitor.
26.19	The Solution SHALL be compliant with Global Justice XML Data Dictionary Version 3.0 or most current.
26.20	The Solution SHALL support screen lock after configurable number of minutes.

Req #	Requirement
26.21	<p>The Solution SHALL support biometric logins with any combination of the following:</p> <ul style="list-style-type: none"> • User’s account credentials (User ID and password) • User’s fingerprint, captured with Livescan’s fingerprint scanner • User’s iris, captured with Livescan’s iris camera • User’s face, captured with Livescan’s webcam
26.22	The Solution SHALL be capable of reading a magnetic stripe card (primarily used for a Subject’s Driver’s License).
26.23	The Solution SHALL provide advance warning via e-mail notification to the LACRIS Help Desk when the Solution is detecting eminent failure/or system degradation.
26.24	The Solution Livescan device SHALL retain the 2,500 most recent transaction records and 100,000 submitted NIST files.
26.25	The Solution SHALL support RAID configurations of either RAID 5, RAID 6, RAID 10 or RAID 50 to protect against data loss and system downtime in the event of mechanical failure of one hard drive.
26.26	The Solution SHALL not delete any previous transaction record unless it was successfully transmitted to all designated destinations with ensured delivery and/or by system Administrator.
26.27	The Solution SHALL provide a warning to the User when three attempts to send a transaction have failed and/or were unsuccessfully transmitted to all the designated systems; it SHALL also send an e-mail to the system Administrators of the failed submissions.
26.28	All of the Solution’s network communications SHALL meet the ‘Sheriff’s Data Network System Security Standards’ to the SOW.
26.29	The Solution SHALL encrypt County specified data, including criminal, throughout the Solution.
26.30	The Solution SHALL provide a notification/messaging function that allows the LACRIS Help Desk to post priority messages directly to the Livescan devices informing the User of current system issues. (e.g., Cal-DOJ is down, planned system shutdowns, etc.)
	27.0 – Automated Booking Segment (ABS) Module
27.1	The Solution SHALL include a browser-based, web-enabled, data entry module, referred to in this Section 27 (Automated Booking Segment (ABS) Module) as the Automated Booking Segment (ABS) Module (ABSM), accessible from any County-provided computer device with network connectivity on a County-specified secured network.

Req #	Requirement
27.2	<p>The Solution’s ABSM SHALL be fully integrated with the CBS software installed on the Livescan devices, where CBS booking records from either the Livescan device or a web browser, will be: Created, assigning a unique booking number</p> <ul style="list-style-type: none"> • Retrieved • Edited • Saved • Copied as a new booking record (and new booking number) • Printed (in hardcopy, TIFF, and PDF)
27.3	<p>The Solution’s ABSM SHALL resemble the County’s current Automated Booking System’s workflow and GUI, Attachment A.9 (Sample Booking Forms) to Exhibit A (Statement of Work), taking the following into consideration:</p> <ul style="list-style-type: none"> • Login/security protocols • The order of the GUI screens • Screen navigation • The placement of data fields per screen • The field tabbing sequence in a screen • Mandatory fields required in each screen before proceeding to the next screen Drop-down table values

Req #	Requirement
27.4	<p>The Solution's ABSM SHALL include a Participating Agency-specific tiered electronic approval workflow process, not to exceed 5 levels, as follows:</p> <ul style="list-style-type: none"> • Initiating User completes a booking record consisting of multiple forms, as provided in Attachment A.9 (Sample Booking Forms) of Exhibit A (Statement of Work), and submits to next level for review/approval; • Next level User reviews the booking record and will either: <ul style="list-style-type: none"> i) Edit the record, approve and submit to next level for their approval ii) Reject the record for correction by the initiating User, providing a rejection explanation in an ABS free-text field; • Every User in the approval process will have their own work queue, and booking records that have not obtained final level approval shall be displayed with record status; • The booking record can be edited and saved (as the most current record) by any level in this workflow process; • The booking record shall, at the Agency's discretion for each of their Users, be completely paperless or allow some or all of the record be printed in hardcopy; • Electronic approvals (in lieu of signatures) are applied to the booking record when User verifies/approves record; and • Approved booking records are automatically routed to the next level review or final record approval. The above workflow process is configurable in CBS' System Administration module by agency, level approvals, etc..
27.5	<p>The Solution's ABSM SHALL include data entry fields that mirror the look and workflow of the County Booking Forms, Attachment A.9 (Sample Booking Forms) to Exhibit A (Statement of Work, requiring:</p> <ul style="list-style-type: none"> • Mandatory data entry fields; • Different field types (drop down values, table dictionary driven, date and date/time, radio buttons, free text, etc.), with validation rules; and • Alike data fields across booking form screens auto-populate, for reducing data entry.
27.6	<p>The Solution's ABSM SHALL assign and display on each screen both the booking number and unique ABS to CBS transaction number.</p>
27.7	<p>The Solution's ABSM SHALL auto-save a partially completed booking record when moving from one screen field to the next and, when required, every thirty seconds within the same field.</p>
27.8	<p>The Solution's ABSM SHALL lock a booking record for a County-defined time period, and allow a System Administrator to unlock the record.</p>

27.9	The Solution’s ABSM SHALL alert the originating record User, upon returning to the booking record, that the record was updated by another User, identifying the other User.
Req #	Requirement
27.10	The Solution’s ABSM SHALL as part of the booking process, prompt a User working in the field to attach a Subject’s biometric identifier into the booking record. Allow User to override this step once User enters a reason (e.g., Subject has amputations).
27.11	The Solution’s ABSM SHALL submit a fingerprint capture via the Mobile Gateway interface ‘System Interfaces’ (Exhibit C) to the SOW, and attach to the booking record for verifying the Subject during the Livescan process.
27.12	The Solution’s ABSM SHALL include navigation tools (e.g., screen tabs, command buttons) for the User to navigate from one data entry screen to another.
27.13	The Solution’s ABSM SHALL include intuitive touchscreen capabilities for any County-provided computer device that has this technology.
27.14	The Solution’s ABSM SHALL be capable of tracking each User who views, edits, or prints specified forms.
27.15	The Solution’s ABSM SHALL adhere to Paragraph 7.0 (Audit Logging and Reporting) of Schedule C.3 (Application Security Requirements) to Exhibit C (Service Level Agreement), including full audit capabilities accessible by system administrator with security level controls.
27.16	The Solution’s ABSM SHALL be configurable to include additional tables and fields, with or without drop down menus, when required by County to conform to changing business practices.
	28.0 – Records Management System (RMS) and External System Interfaces
28.1	The Solution SHALL interface with external systems, as identified and summarized in Attachment A.3 (System Interfaces) to Exhibit A (Statement of Work).
28.2	The Solution SHALL support two-way interfacing to multiple Participating Agency RMSs (multiple interfaces), where updates made in the agency’s RMS also updates the booking record in the Livescan device.
28.3	The Solution SHALL allow a single Livescan to communicate simultaneously to multiple RMS interfaces (e.g., Site A’s Livescan creates a record but submits it to three different RMS interfaces [Sites A, B, and C]).
28.4	The Solution SHALL interface with County’s AJIS for modifying any allowable fields after the initial booking and fingerprint verification of subject; automatic locking of edit feature after a configurable amount of time and/or events with admin override. This type of modification would deny User to resend NIST file to MBIS without authorization.
28.5	The Solution SHALL include terminal emulator functionality (i.e., TCP/IP) on the Livescan device(s), for sending/receiving messages to/from JDIC.
28.6	The Solution SHALL support JDIC messaging, FTP, SMTP, SQL and XML as these are anticipated to be the primary methods for interface.

28.7	<p>The Solution SHALL support standard XML protocols for the local Participating Agencies' RMS, as follows:</p> <ul style="list-style-type: none"> • GJXDM - the current XML protocol utilized by 20+ agencies • NIEM - the newest and more robust protocol for all replacement RMS connections, as chosen by the Participating Agency • FTP (File Transfer Protocol)
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Req #	Requirement
28.8	The Solution SHALL be "Single Data Entry." A booking record may begin on the Livescan device, local RMS, or AJIS.
28.9	The Solution SHALL support a query from any Participating Agency's RMS to CBS's database via a SQL database view on each Livescan, as well as the central database servers, for importing into the RMS new records and modified records from CBS.
28.10	<p>The Solution SHALL handle the functionality above 27.9 in the following formats:</p> <ul style="list-style-type: none"> • Cal-DOJ NIST with and without Type 10, 'Cal-DOJ NIST' • Los Angeles County NIST with and without Type 10, Attachment A.10 (County NIST Data Types) to Exhibit A (Statement of Work).
28.11	The Solution SHALL support an interface with the County's consolidated booking system (currently AJIS) using TCP/IP (current), database-stored procedure calls, or web services such as GJXDM/NIEM.
29.0 – Continuity of Operations	
29.1	The Solution's central server functionality for the CBS Production environment SHALL be replicated at a secondary vendor-provided site.
29.2	The Solution's secondary site SHALL be located outside Los Angeles County, for meeting County's Disaster Recovery provisions.
29.3	The Solution's secondary site SHALL be CJIS compliant and shall be housed in Amazon Web Services' (AWS) cloud environment.
29.4	The Solution's secondary site SHALL be redundant to the Solution's primary site at LASD's Data Center for a seamless system failover, in instances when the primary site is down for an extended period of time.
29.5	The Solution's secondary site SHALL be load balanced as active/active environments, with the Solution's primary site at LASD's Data Center, for maintaining system performance during heavy Solution use.
29.6	The Solution's secondary site SHALL include all hardware, Software licensing, and maintenance (including interfaces, O/S, database, virus scan, report writer and other 3rd party software).

29.7	The Solution's secondary site SHALL include, at the vendor's expense, a direct network communication line from LASD's Data Center to the secondary site location.
29.8	The solution SHALL support the option to automatically forward all positive identification responses received by a Livescan to Participating Agencies' RMS via web services (e.g. GJXDM/NIEM) and FTP, based on the Participating Agency's RMS capability for updating the RMS record.
29.9	The Solution SHALL meet all System Performance measurements specified in Schedule C.4 (Solution Response-Time Requirements) to Exhibit C (Service Level Agreement).

ATTACHMENT A.3
SYSTEM INTERFACES
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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CBS Interfaces/Specifications

3.0 – Specifications / Protocols

The above Sections identify existing and additional CBS Interfaces requiring development. For any interfaces unintentionally missed, Contractor shall develop interfaces using at minimum the following protocols:

#	Name
3.1	ANSI/NIST ITL 1-2011 Update: 2015, December 2015
3.2	CaIDJ ANSI/NIST Specification
3.3	CJIS Security Policy, V5.5, June 1 2016
3.4	FBI EBTS, Version 10.0.6, July 2016
3.5	FTP, File Transfer Protocol Standard
3.6	GJXDM (Global Justice XML Data Model)
3.7	IAFIS-IC-0110 (V3), 1993 WSQ Standard
3.8	ISO/IEC 10918-1, 1994 JPEG Standard
3.9	ISO/IEC 15444-1, 2001 JPEG 2000 Standard
3.10	NIEM (National Information Exchange Model)
3.11	NIST Best Practice Recommendation for Capture of Mugshots v2.0, September 1997
3.12	Profile for 1000ppi Fingerprint Compression
3.13	XML (Extensible Markup Language)

ATTACHMENT A.4

EQUIPMENT LOCATIONS & INVENTORY

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

CONFIDENTIAL - REDACTED

ATTACHMENT A.5

PROJECT CONTROL DOCUMENT

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

To Be Determined

ATTACHMENT A.6

BUSINESS ATTIRE GUIDELINES

FOR

CRIMINAL BOOKING SYSTEMS (CBS) SOLUTION

The following guidelines shall be adhered to when conducting business at all County facilities or municipal agency locations.

ATTIRE

Shorts, t-shirts or open toed shoes shall not be worn. Faded, torn or baggy clothing is strictly prohibited. Khaki-style pants/jeans and collared shirts are recommended.

HAIR GROOMING STANDARDS

Male Personnel

Contractor personnel hair shall not extend past the top of the shoulder without a single ponytail style banded; nor shall the hair be below the eyebrow line on the face. Beards and mustaches are permitted, but must be neatly trimmed and well groomed. Wigs or hairpieces are permitted if they conform to these standards.

Female Personnel

Contractor personnel hair shall be neatly styled, trimmed and well groomed. It shall not be of a style, length or artificial color which is offensive to the general public. Wigs or hairpieces are permitted if they conform to these standards.

Tattoos

All personnel, which includes Contractors, are responsible for upholding the Department's professional image. Tattoos may create a negative public perception, and we have a responsibility to minimize that negative effect. Contractor personnel who have a tattoo, branding, or other form of body art shall completely cover it with a skin-toned patch or long-sleeved shirt.

ATTACHMENT A.7

SAMPLE EQUIPMENT SETUP DIAGRAMS

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

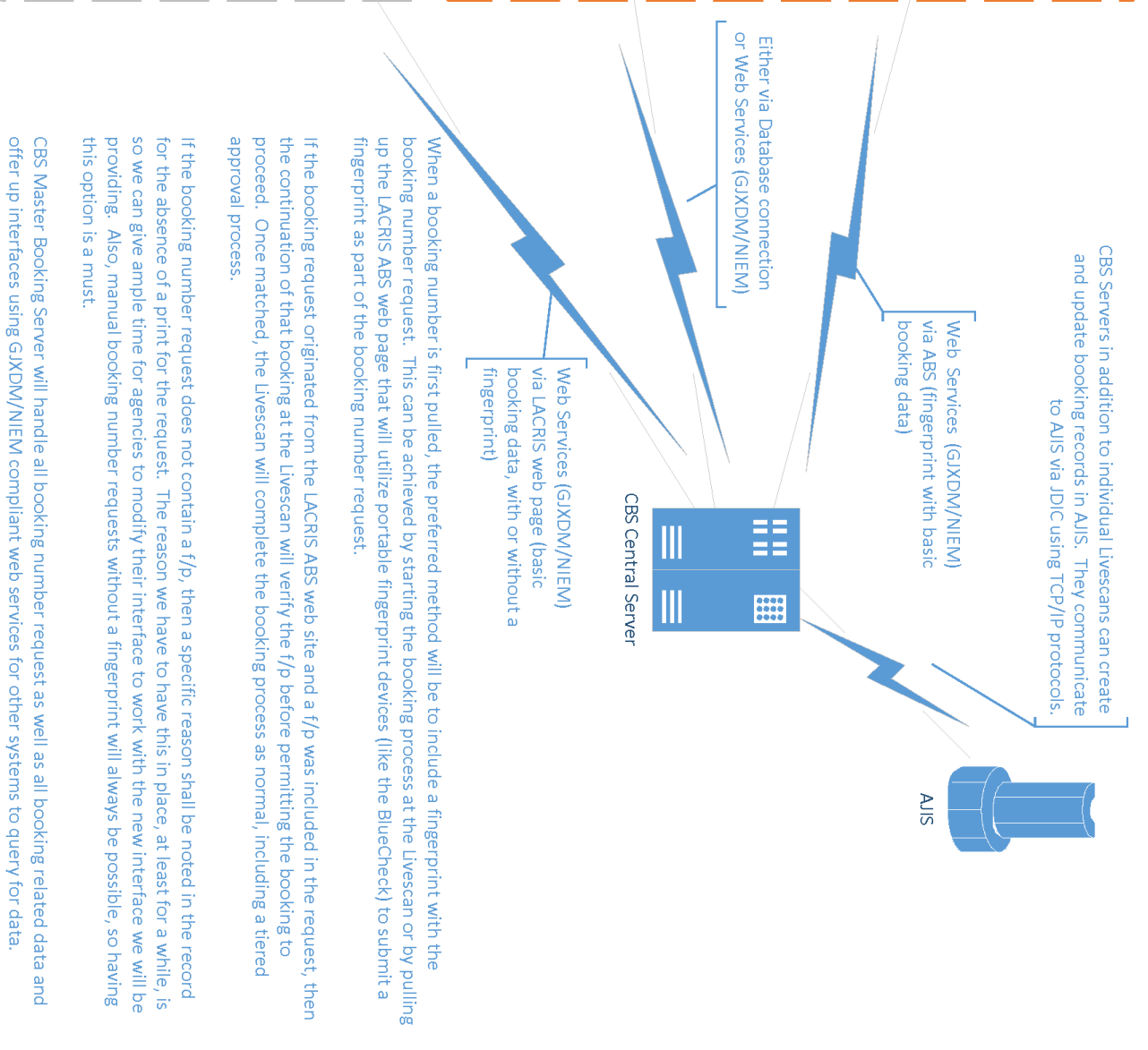
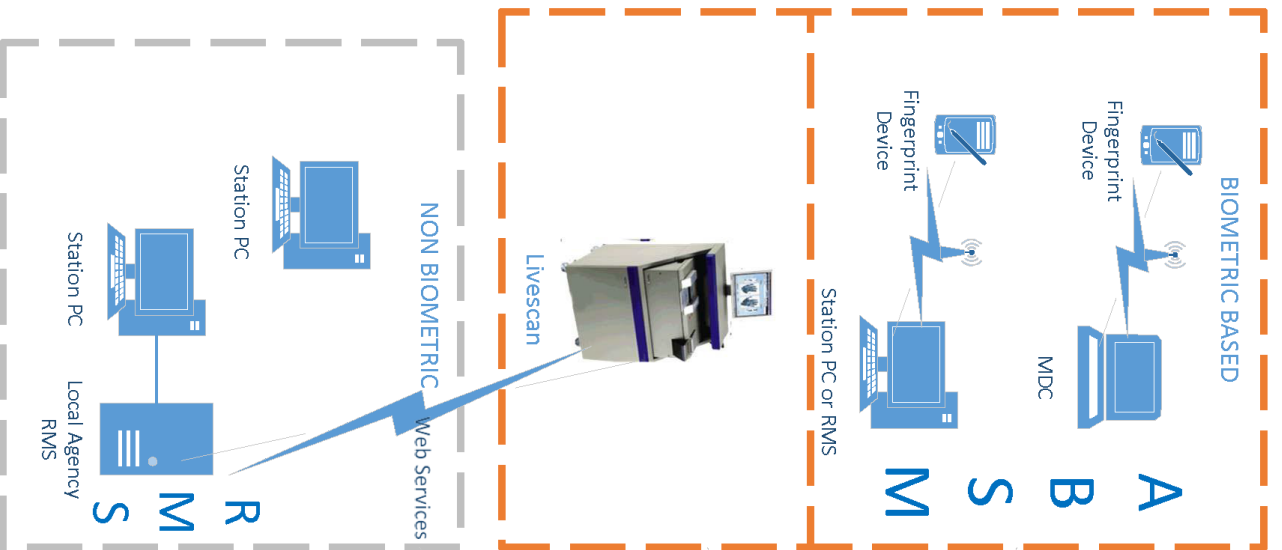
CONFIDENTIAL - REDACTED

ATTACHMENT A.8

BOOKING NUMBER REQUEST SAMPLE FLOW CHART

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION



When a booking number is first pulled, the preferred method will be to include a fingerprint with the booking number request. This can be achieved by starting the booking process at the Livescan or by pulling up the LACRIS ABS web page that will utilize portable fingerprint devices (like the BlueCheck) to submit a fingerprint as part of the booking number request.


If the booking request originated from the LACRIS ABS web site and a f/p was included in the request, then the continuation of that booking at the Livescan will verify the f/p before permitting the booking to proceed. Once matched, the Livescan will complete the booking process as normal, including a tiered approval process.

If the booking number request does not contain a f/p, then a specific reason shall be noted in the record for the absence of a print for the request. The reason we have to have this in place, at least for a while, is so we can give ample time for agencies to modify their interface to work with the new interface we will be providing. Also, manual booking number requests without a fingerprint will always be possible, so having this option is a must.

CBS Master Booking Server will handle all booking number request as well as all booking related data and offer up interfaces using GJXDM/NIEM compliant web services for other systems to query for data.

ATTACHMENT A.9
SAMPLE BOOKING FORMS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

8x8 Palm (Back) Template

SIGNATURE OF PERSON PRINTED	NAME/SIGNATURE OF OFFICIAL TAKING PRINTS	ID #	DATE PRINTED
ARREST CHARGES			
			
↑ LEFT WRITER'S PALM	LEFT THUMB		

Criminal (Front) Template

LEAVE BLANK		CRIMINAL		(STAPLE HERE)				LEAVE BLANK			
		STATE USAGE		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			
		NFF SECOND									
		SUBMISSION		APPROXIMATE CLASS		AMPUTATION		SCAR			
STATE USAGE				LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX							
SIGNATURE OF PERSON FINGERPRINTED				SOCIAL SECURITY NO.				LEAVE BLANK			
ALIASES/MAIDEN LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX											
FBI NO.		STATE IDENTIFICATION NO.		DATE OF BIRTH MM DD YY		SEX	RACE	HEIGHT	WEIGHT	EYES	HAIR
1. R. THUMB		2. R. INDEX		3. R. MIDDLE		4. R. RING		5. R. LITTLE			
6. L. THUMB		7. L. INDEX		8. L. MIDDLE		9. L. RING		10. L. LITTLE			
LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY				L. THUMB		R. THUMB		RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY			

Criminal (Back) Template

FEDERAL BUREAU OF INVESTIGATION, UNITED STATES DEPARTMENT OF JUSTICE WASHINGTON, D.C. 20537			
<small>PRIVACY ACT OF 1974 (P.L. 93-579) REQUIRES THAT FEDERAL, STATE, OR LOCAL AGENCIES INFORM INDIVIDUALS WHOSE SOCIAL SECURITY NUMBER IS REQUESTED WHETHER SUCH DISCLOSURE IS MANDATORY OR VOLUNTARY, BASIS OF AUTHORITY FOR SUCH SOLICITATION, AND USES WHICH WILL BE MADE OF IT.</small>			
JUVENILE FINGERPRINT SUBMISSION YES <input type="checkbox"/> TREAT AS ADULT YES <input type="checkbox"/>		DATE OF ARREST MM DD YY ORI CONTRIBUTOR ADDRESS REPLY YES <input type="checkbox"/> DESIRED?	
SEND COPY TO: (ENTER ORI)	DATE OF OFFENSE MM DD YY	PLACE OF BIRTH (STATE OR COUNTRY)	COUNTRY OF CITIZENSHIP
MISCELLANEOUS NUMBERS		SCARS, MARKS, TATTOOS, AND AMPUTATIONS	
		RESIDENCE/COMPLETE ADDRESS	CITY STATE
OFFICIAL TAKING FINGERPRINTS (NAME OR NUMBER)	LOCAL IDENTIFICATION/REFERENCE		PHOTO AVAILABLE? YES <input type="checkbox"/> PALM PRINTS TAKEN? YES <input type="checkbox"/>
EMPLOYER: IF U.S. GOVERNMENT, INDICATE SPECIFIC AGENCY. IF MILITARY, LIST BRANCH OF SERVICE AND SERIAL NO.		OCCUPATION	
CHARGE/CITATION 1.		DISPOSITION 1.	
2.		2.	
3.		3.	
ADDITIONAL		ADDITIONAL	
ADDITIONAL INFORMATION/BASIS FOR CAUTION		STATE BUREAU STAMP	
FD-249 (Rev. 12-1-94)		U.S. GPO: 1995-405-015/20012	

Los Angeles County Booking Slip (Front) Livescan Template

BOOKING No.		LOCAL AGENCY No.		LOS ANGELES COUNTY BOOKING AND PROPERTY RECORD					SUSPECT PHOTO
MAIN No.		SID. / CII. No.		FBI No.		ARN No.		DL LIC No. / STATE	
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)				HOME PHONE		DNA STATUS			
ADDRESS, CITY, STATE, ZIP							DNA COLLECTED BY:		
SEX	DESCENT	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	AGE	DATE DNA COLLECTED:	
VEH. LIC. No. ST.		RPT DIST		AKA/NICKNAME					
BIRTHPLACE		CITIZENSHIP		ARR. AGY. / DETAIL		MONIKER		AD CHG	LIVESCAN OPERATOR(S)
FILE No.		DATE & TIME ARRESTED			TIME BKD				
LOCATION OF ARREST				TOTAL BAIL					
CHARGE				WARR./COMM. No.					
JAIL LOC.	ARRAIGNMENT DATE	TIME		COURT	PRISONER'S SIGNATURE WHEN BOOKED				
SOC. SEC. No.	OBSERVABLE PHYSICAL ODDITIES						OCCUPATION		
EMPLOYER (FIRM OR PERSON'S NAME, CITY & PHONE No.)							SPECIAL MEDICAL PROBLEMS		
CLOTHING WORN				LOCATION OR DISPOSITION OF VEHICLE					
IN CASE OF EMERGENCY NOTIFY (NAME, RELATIONSHIP, ADDRESS, CITY & PHONE)									
ARRESTING OFFICER		BOOKING EMPLOYEE		SEARCHING OFFICER		TRANSPORTING OFFICER			
CASH RETAINED	PROPERTY								
					PRISONER'S SIGNATURE FOR RECEIPT OF FOREGOING CASH & PROPERTY				
CASH DEPOSITED	PROPERTY								
					PRISONER'S SIGNATURE FOR RECEIPT OF REMAINING CASH & PROPERTY				
RIGHT FOUR IN			RIGHT THUMB IN		RIGHT THUMB OUT		RIGHT FOUR OUT		

Los Angeles County Booking Slip (Back) Livescan Template

ADDITIONAL CHARGE	WARRANT NUMBER	ARRIGN DATE	TIME	COURT	
TELEPHONE CALLS			OFFICER HANDLING SERIAL#	PRISONER'S INITIALS	
INTERVIEWS - Code: A = ATTY, B = BONDSMAN, D = DOCTOR, E = EMPLOYER, R = RELATIVE, W = WAIVED, O = OTHER					
NAME	CODE	PHONE# OR INTERVIEWER	DATE & TIME MADE		
BAIL DEVIATION	O	(213) 351-0311			
REMARKS			<input checked="" type="checkbox"/> COMPLETED		
Misdemeanor hold: <input type="checkbox"/> NO IDENTIFICATION <input type="checkbox"/> WARRANT <input type="checkbox"/> ON GOING PROBLEM <input type="checkbox"/> NON-CITABLE MISDEMEANOR <input type="checkbox"/> OTHER: _____ APPROVED BY _____ WATCH COMMANDER: _____		REASON FOR RELEASE <input type="checkbox"/> EXPIRATION <input type="checkbox"/> FINE <input type="checkbox"/> CITATION <input type="checkbox"/> BAIL <input type="checkbox"/> OTHER RECEIPT # _____ DATE AND TIME _____ RELEASED BY _____ DOCUMENT ANALYST _____ RELEASED TO (NAME, AGENCY & DETAIL) _____			
RECORD OF PROPERTY TRANSACTIONS		CODE: A = ADD W = WITHDRAW I = INSPECT E = REMOVE FOR EVIDENCE			
NAME OF PERSON ADDING, WITHDRAWING OR INSPECTING	OFFICER HANDLING SERIAL #	PRISONER'S SIGNATURE AUTHORIZING WITHDRAW	CODE	DESCRIPTION OF PROPERTY	DATE AND TIME
OFFICER MAKING FINAL RELEASE		DATE AND TIME	I DO HEREBY ACKNOWLEDGE RECEIPT OF ALL MY REMAINING PROPERTY		
			SIGNATURE		
BOOKING IMAGES			CA DMV IMAGES		

Los Angeles County Booking Slip (White Front) Booking Entry Module Template

Adult: <input type="checkbox"/>		Juvenile: <input type="checkbox"/>		LOS ANGELES COUNTY JAIL BOOKING AND PROPERTY RECORD				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="4" style="width: 50%; text-align: center;">FOREIGN NATIONAL</td> <td style="width: 20%;">HAVE AIDS</td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 10%; text-align: center;">NO</td> </tr> <tr> <td>HAVE VD</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>HAVE HEPATITIS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>HAVE TB</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> YES</td> <td>EVER HAVE TB</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> NO</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> REF</td> <td></td> <td></td> <td></td> </tr> </table>		FOREIGN NATIONAL	HAVE AIDS	YES	NO	HAVE VD	<input type="checkbox"/>	<input type="checkbox"/>	HAVE HEPATITIS	<input type="checkbox"/>	<input type="checkbox"/>	HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> YES	EVER HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> NO				<input type="checkbox"/> REF			
FOREIGN NATIONAL	HAVE AIDS	YES	NO																															
	HAVE VD	<input type="checkbox"/>	<input type="checkbox"/>																															
	HAVE HEPATITIS	<input type="checkbox"/>	<input type="checkbox"/>																															
	HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>																															
<input type="checkbox"/> YES	EVER HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>																															
<input type="checkbox"/> NO																																		
<input type="checkbox"/> REF																																		
Suspected Gang Member: Gang:								STATION RECORDS																										
Tag #:		PHONE NO.:																																
BOOKING NO.		LOC. BKD.		DR. LIC. NO.		STATE																												
ARRESTEE'S NAME LAST		FIRST		MIDDLE																														
ADDRESS						CITY, ZIP CODE				SEX																								
DESCENT		HAIR		EYES		HEIGHT				WEIGHT																								
VEH. LIC. NO.		STATE		RPT. DIST.		AKA / NICKNAME																												
BIRTHPLACE		FILE NO.				AD. CHG.																												
AGY. OR DETAIL ARRESTING		DATE & TIME ARRESTED				TIME BKD.																												
LOCATION OF ARREST						TOTAL BAIL																												
CHARGE						WARR./COMM. NO.																												
JAIL LOC.		ARRIAGN. DATE		TIME		COURT		PRISONER'S SIGNATURE WHEN BOOKED																										
SOC. SEC. NO.		OBSERVABLE PHYSICAL ODDITIES						OCCUPATION																										
EMPLOYER FIRM OR PERSON'S NAME				CITY		PHONE NO.		SPECIAL MEDICAL PROBLEMS																										
CLOTHING WORN				LOCATION OR DISPOSITION OF VEHICLE																														
IN CASE OF EMERGENCY NOTIFY NAME		RELATIONSHIP		ADDRESS		CITY		PHONE NO.																										
ARRESTING OFFICER / EMP #S		BOOKING EMPLOYEE		SEARCHING OFFICER		TRANSPORTING OFFICER																												
CASH RETAINED		PROPERTY																																
						PRISONER'S SIGNATURE WHEN BOOKED																												
CASH DEPOSITED		PROPERTY																																
						PRISONER'S SIG. FOR REC'D OF REMAINING CASH & PROPERTY																												
Bulk Property:		<input type="checkbox"/> None		<input type="checkbox"/> Yes																														

768650B-SH-J-293 5/94

White - Original

Los Angeles County Booking Slip (White Back) Booking Entry Module Template

BOOKING NO.						
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)			FILE NO.			
TELEPHONE CALLS, INTERVIEWS CODE: A-ATTY. B-BONDSMAN D-DR. E-EMPLOYER R-RELATIVE W-WAIVED O-OTHER					OFFICER HANDLING	PRISONER'S INITIALS
NAME	CODE	PHONE # OR INTERVIEWER	DATE & TIME MADE	SERIAL #	X	
					X	
					X	
					X	
REMARKS:				X COMPLETED CALL.		
RIGHT FINGERPRINTS						
WHEN BOOKED			WHEN RELEASED			
WHEN BOOKED	RIGHT THUMB	WHEN RELEASED	REASON FOR RELEASE: <input type="checkbox"/> BAIL <input type="checkbox"/> BOND <input type="checkbox"/> CITATION			
			<input type="checkbox"/> 849 B1 <input type="checkbox"/> OTHER			
				RECEIPT #	DATE AND TIME	
			RELEASED BY:		DOCUMENT ANALYST:	
RELEASED TO: (NAME, AGENCY, & DETAIL)						

White - Original

Los Angeles County Booking Slip (Yellow Front) Booking Entry Module Template

Adult: <input type="checkbox"/>		Juvenile: <input type="checkbox"/>		LOS ANGELES COUNTY JAIL BOOKING AND PROPERTY RECORD				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">FOREIGN NATIONAL</td> <td style="width: 50%;"></td> </tr> <tr> <td><input type="checkbox"/> YES</td> <td>HAVE AIDS</td> </tr> <tr> <td><input type="checkbox"/> NO</td> <td>HAVE VD</td> </tr> <tr> <td><input type="checkbox"/> REF</td> <td>HAVE HEPATITIS</td> </tr> <tr> <td></td> <td>HAVE TB</td> </tr> <tr> <td></td> <td>EVER HAVE TB</td> </tr> </table>		FOREIGN NATIONAL		<input type="checkbox"/> YES	HAVE AIDS	<input type="checkbox"/> NO	HAVE VD	<input type="checkbox"/> REF	HAVE HEPATITIS		HAVE TB		EVER HAVE TB
FOREIGN NATIONAL																					
<input type="checkbox"/> YES	HAVE AIDS																				
<input type="checkbox"/> NO	HAVE VD																				
<input type="checkbox"/> REF	HAVE HEPATITIS																				
	HAVE TB																				
	EVER HAVE TB																				
PHONE NO:																					
BOOKING NO.		LOC. BKG.	DR. LIC. NO.		STATE		PROPERTY RECORDS														
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)								1													
ADDRESS								2													
CITY								3													
SEX								4													
DESCENT		HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE	AGE														
VEH. LIC. NO.								5													
STATE		RPT. DIST.		AKA / NICKNAME																	
BIRTHPLACE		FILE NO.				AD. CHG.		6													
AGY. OR DETAIL ARRESTING		DATE & TIME ARRESTED			TIME BKG.				7												
LOCATION OF ARREST				TOTAL BAIL				8													
CHARGE				WARR./COMM. NO.				9													
JAIL LOC.		ARRAIGN. DATE	TIME	COURT				PRISONER'S SIGNATURE WHEN BOOKED													
SOC. SEC. NO.		OBSERVABLE PHYSICAL CDDITIES				OCCUPATION				10											
EMPLOYER (FIRM OR PERSON'S NAME, CITY & PHONE NO.)								SPECIAL MEDICAL PROBLEMS		11											
CLOTHING WORN				LOCATION OR DISPOSITION OF VEHICLE				12													
IN CASE OF EMERGENCY NOTIFY (NAME, RELATIONSHIP, ADDRESS, CITY & PHONE NO.)										13											
ARRESTING OFFICER / EMP #S			BOOKING EMPLOYEE			SEARCHING OFFICER		TRANSPORTING OFFICER			14										
CASH RETAINED		PROPERTY								15											
PRISONER'S SIGNATURE WHEN BOOKED								16													
CASH DEPOSITED		PROPERTY								17											
PRISONER'S SIG. FOR REC'D OF REMAINING CASH & PROPERTY								18													
Bulk Property: <input type="checkbox"/> None <input type="checkbox"/> Yes										19											
76B650B-6H-J-293 5/94										20											

Yellow - Property

Los Angeles County Booking Slip (Yellow Back) Booking Entry Module Template

RECORD OF PROPERTY TRANSACTIONS

INSTRUCTIONS: This copy is to be deposited in the property envelope. Whenever property is removed, such transfer shall be so designated below. This will provide an up to date property inventory when the prisoner is released at the main jail or a custody facility.

NAME OF PERSON ADDING, WITHDRAWING OR INSPECTING	OFFICER HANDLING SERIAL #	PRISONER'S SIGNATURE AUTHORING WITHDRAWAL	C O D E	DESCRIPTION OF PROPERTY	DATE AND TIME

OFFICER MAKING FINAL RELEASE	DATE AND TIME	I DO HEREBY ACKNOWLEDGE RECEIPT OF ALL MY REMAINING PROPERTY
		SIGNATURE

Yellow Copy

Los Angeles County Booking Slip (Blue Front) Booking Entry Module Template

Adult: <input type="checkbox"/>		Juvenile: <input type="checkbox"/>		LOS ANGELES COUNTY JAIL BOOKING AND PROPERTY RECORD				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">FOREIGN NATIONAL</td> <td style="width: 30%;">HAVE AIDS</td> <td style="width: 10%;">YES</td> <td style="width: 10%;">NO</td> </tr> <tr> <td><input type="checkbox"/> YES</td> <td>HAVE VD</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> NO</td> <td>HAVE HEPATITIS</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> REF</td> <td>HAVE TB</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td></td> <td>EVER HAVE TB</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>		FOREIGN NATIONAL	HAVE AIDS	YES	NO	<input type="checkbox"/> YES	HAVE VD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> NO	HAVE HEPATITIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> REF	HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>		EVER HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>
FOREIGN NATIONAL	HAVE AIDS	YES	NO																										
<input type="checkbox"/> YES	HAVE VD	<input type="checkbox"/>	<input type="checkbox"/>																										
<input type="checkbox"/> NO	HAVE HEPATITIS	<input type="checkbox"/>	<input type="checkbox"/>																										
<input type="checkbox"/> REF	HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>																										
	EVER HAVE TB	<input type="checkbox"/>	<input type="checkbox"/>																										
PHONE NO. _____																													
BOOKING NO. _____		LOC. BRG. _____	DR. LIC. NO. _____	STATE _____				JAILERS RECORDS																					
ARRESTEE'S NAME (LAST, FIRST, MIDDLE) _____								1																					
ADDRESS _____				CITY _____		SEX _____		2																					
DESCENT _____	HAIR _____	EYES _____	HEIGHT _____	WEIGHT _____	BIRTHDATE _____		AGE _____	3																					
VEH. LIC. NO. _____	STATE _____	RPT. DIST. _____	AKA / NICKNAME _____					4																					
BIRTHPLACE _____		FILE NO. _____				AD. CHG. _____		5																					
AGY. OR DETAIL ARRESTING _____		DATE & TIME ARRESTED _____			TIME BKD. _____			6																					
LOCATION OF ARREST _____				TOTAL BAIL _____				7																					
CHARGE _____				WARR./COMM. NO. _____				8																					
JAIL LOC. _____	ARRAIGN. DATE _____	TIME _____	COURT _____		PRISONER'S SIGNATURE WHEN BOOKED _____			9																					
SOC. SEC. NO. _____		OBSERVABLE PHYSICAL QUIDDITIES _____				OCCUPATION _____		10																					
EMPLOYER (FIRM OR PERSON'S NAME, CITY & PHONE NO.) _____						SPECIAL MEDICAL PROBLEMS _____		11																					
CLOTHING WORN _____				LOCATION OR DISPOSITION OF VEHICLE _____				12																					
IN CASE OF EMERGENCY NOTIFY (NAME, RELATIONSHIP, ADDRESS, CITY & PHONE NO.) _____								13																					
ARRESTING OFFICER / EMP #S _____		BOOKING EMPLOYEE _____		SEARCHING OFFICER _____		TRANSPORTING OFFICER _____		14																					
CASH RETAINED _____	PROPERTY _____							15																					
						PRISONER'S SIGNATURE WHEN BOOKED _____		16																					
CASH DEPOSITED _____	PROPERTY _____							17																					
						PRISONER'S SIG. FOR RECT OF REMAINING CASH & PROPERTY _____		18																					
Bulk Property: <input type="checkbox"/> None <input type="checkbox"/> Yes								19																					
76BES0B-SH-J-293 5/94								20																					

Blue - Jailer's Copy

JAILER COPY

Los Angeles County Booking Slip (Blue Back) Booking Entry Module Template

BACK OF JAILER RECORDS
INTENTIONALLY LEFT BLANK

Los Angeles County Booking Slip (Pink Front) Booking Entry Module Template

LOS ANGELES COUNTY JAIL BOOKING AND PROPERTY RECORD					FOREIGN NATIONAL	HAVE AIDS	YES	NO																				
BOOKING NO.	LOC. BKG	DR. LIC. NO.	STATE	1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> YES</td> <td>HAVE AIDS</td> <td><input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> <tr> <td><input type="checkbox"/> NO</td> <td>HAVE VD</td> <td><input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> <tr> <td><input type="checkbox"/> REF</td> <td>HAVE HEPATITIS</td> <td><input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> <tr> <td></td> <td>HAVE TB</td> <td><input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> <tr> <td></td> <td>EVER HAVE TB</td> <td><input type="checkbox"/> YES</td> <td><input type="checkbox"/> NO</td> </tr> </table>				<input type="checkbox"/> YES	HAVE AIDS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NO	HAVE VD	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> REF	HAVE HEPATITIS	<input type="checkbox"/> YES	<input type="checkbox"/> NO		HAVE TB	<input type="checkbox"/> YES	<input type="checkbox"/> NO		EVER HAVE TB	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> YES	HAVE AIDS	<input type="checkbox"/> YES	<input type="checkbox"/> NO																									
<input type="checkbox"/> NO	HAVE VD	<input type="checkbox"/> YES	<input type="checkbox"/> NO																									
<input type="checkbox"/> REF	HAVE HEPATITIS	<input type="checkbox"/> YES	<input type="checkbox"/> NO																									
	HAVE TB	<input type="checkbox"/> YES	<input type="checkbox"/> NO																									
	EVER HAVE TB	<input type="checkbox"/> YES	<input type="checkbox"/> NO																									
ARRESTEE'S NAME (LAST, FIRST, MIDDLE)									PRISONER'S RECEIPT																			
[REDACTED]																												
AGY. OR DETAIL ARRESTING	DATE & TIME ARRESTED	TIME BKG.							7																			
LOCATION OF ARREST			TOTAL BAIL						8																			
CHARGE			WARR./COMM. NO.		9																							
JAIL LOC.	ARRAIGN. DATE	TIME	COURT	PRISONER'S SIGNATURE WHEN BOOKED																								
[REDACTED]					10																							
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CASH RETAINED					PRISONER'S SIGNATURE WHEN BOOKED																							
PROPERTY					17																							
CASH DEPOSITED					18																							
PROPERTY					19																							
					PRISONER'S SIG. FOR REC'T OF REMAINING CASH & PROPERTY																							
					20																							
Bulk Property: <input type="checkbox"/> None <input type="checkbox"/> Yes																												
76B65DB-SH-J-293 5/94																												

Pink - Prisoner's Copy

PINK COPY

Los Angeles County Booking Slip (Pink Back) Booking Entry Module Template

PRISONER INFORMATION

THIS IS YOUR PROPERTY RECEIPT AND IDENTIFICATION, KEEP IT WITH YOU AT ALL TIMES.

1. BAIL: (A) On a MISDEMEANOR CHARGE you may be released on bail. Bail may be posted by yourself or by someone else in your behalf, or by posting a surety bond.

If you are released on bail, or on your own recognizance, you are required to appear in court on the date and time specified. FAILURE TO APPEAR will result in a warrant being issued for your arrest, or other additional penalty.

(B) On a FELONY CHARGE the amount of bail must first be established. The jailer will inform you of the proper procedure.

(C) On a WARRANT ISSUED IN ANOTHER COUNTY, you have the right, upon demand, to be taken before a magistrate in this county for the purpose of being admitted, to bail. If you wish to go to court for this purpose, or do not know if you are arrested on an out-of-county warrant, contact your jailer.

2. COURT APPEARANCE: You may ask the jailer when you are scheduled for court appearance.

3. TELEPHONE CALLS AND TELEGRAMS: immediately after booking, you may at your own expense:

(A) Make one completed telephone call or send a telegram to any person, and;

(B) Make one completed telephone call or send a telegram to each of the following: Attorney, Bail Bondsman, Physician, Employer, and Relative.

4. COST: There is no charge for any type of service while you are in this jail.

5. ATTORNEYS AND BAIL BONDSMEN: You may be visited by an attorney or Bondsman upon your request or the request of a relative or friend. Beware of any person interested in procuring a lawyer or bondsman for you.

6. VISITORS: (A) In the Sheriff's facilities, see rules and regulations.

(B) In LAPD facilities, (1) Misdemeanor prisoners may not receive visitors, (2) Felony prisoners may receive visitors who have been issued a pass by the investigator assigned to the case.

7. YOUR VEHICLE: If your vehicle has been stored or impounded, YOU ARE , responsible, for any towing or storage charges. Vehicles left in storage without payment of charges are subject to sale for storage charges after 20 days if vehicle appraised at \$200 or less, and after 60 days if vehicle appraised at over \$200. (Refer to Section 22851 of the California Vehicle Code.)

8. YOUR PROPERTY: (A) Immediately following release from SHERIFF'S facility, claim your property from the property release section. After one week property must be claimed from the property custodian, Room 151 Hall of Justice, 211 W. Temple St., LA. All property not claimed within 30 days following release will be disposed of.

(B) LAPD ARRESTEES with EXCESS PERSONAL PROPERTY RECEIPT see instructions thereon.

9. MAIL: All mail is subject to censorship. Do not request a lawyer or bondsman for another prisoner. Mail addressed to prisoners will be opened and contraband removed. If you do not want to receive mail while in Sheriff's custody, complete and sign the 'Refusal of Mail Privilege' form.

10. ILLNESS: If you need medical attention, or are aware of another person in need of it, notify the jailer at once.

11. CARD GAMES: Card games are permitted in Sheriff's facilities, except Blackjack, Poker, and all gambling games. Violators will be punished.

12. JAIL RULES: Failure to obey posted regulations or verbal instructions given by the jailer will result in disciplinary action.

PINK COPY

Add Charges And Holds Template

BOOKING NO.		NAME (BOOKED AS)			DATE	TIME		
RACE	SEX	NAME (ON WARRANT OR CHARGE BEING PLACED)			AGE	BIRTHDATE		
WARRANT NUMBER	COURT * SHOW RD OR CITY OF OCCURRENCE	DATE OF ISSUANCE	CHARGE (CODE NO. & DEFINITION)	BAIL-INCL. PENALTY	ARRAIGNMENT:			CHECK IF IN-CUSTODY CRIME
					DATE	TIME	COURT	
	*							
	*							
	*							

A CHECK IN THIS COLUMN INDICATES A HOLD HAS BEEN PLACE AGAINST YOU ON AUTHORITY OF AN OUT-OF-COUNTY WARRANT.

YOU ARE HEREBY NOTIFIED UNDER THESE CIRCUMSTANCES YOU MAY REQUEST A COURT APPEARANCE IN THIS COUNTY FOR THE PURPOSE OF BEING ADMITTED TO BAIL ON THE CHARGE SET FORTH ON THE OUT-OF-COUNTY WARRANT. IF YOU DESIRE A COURT APPEARANCE FOR THIS PURPOSE, NOTIFY YOUR JAILER. (821 & 822 P.C.)

UNIT OR AGENCY PLACING ADDITIONAL CHARGE OR HOLD:	SIGNATURE OF OFFICER PLACING CHARGE OR HOLD:	TOTAL BAIL - INCLUDING PENALTY ←
---	--	--

LEFT THUMB

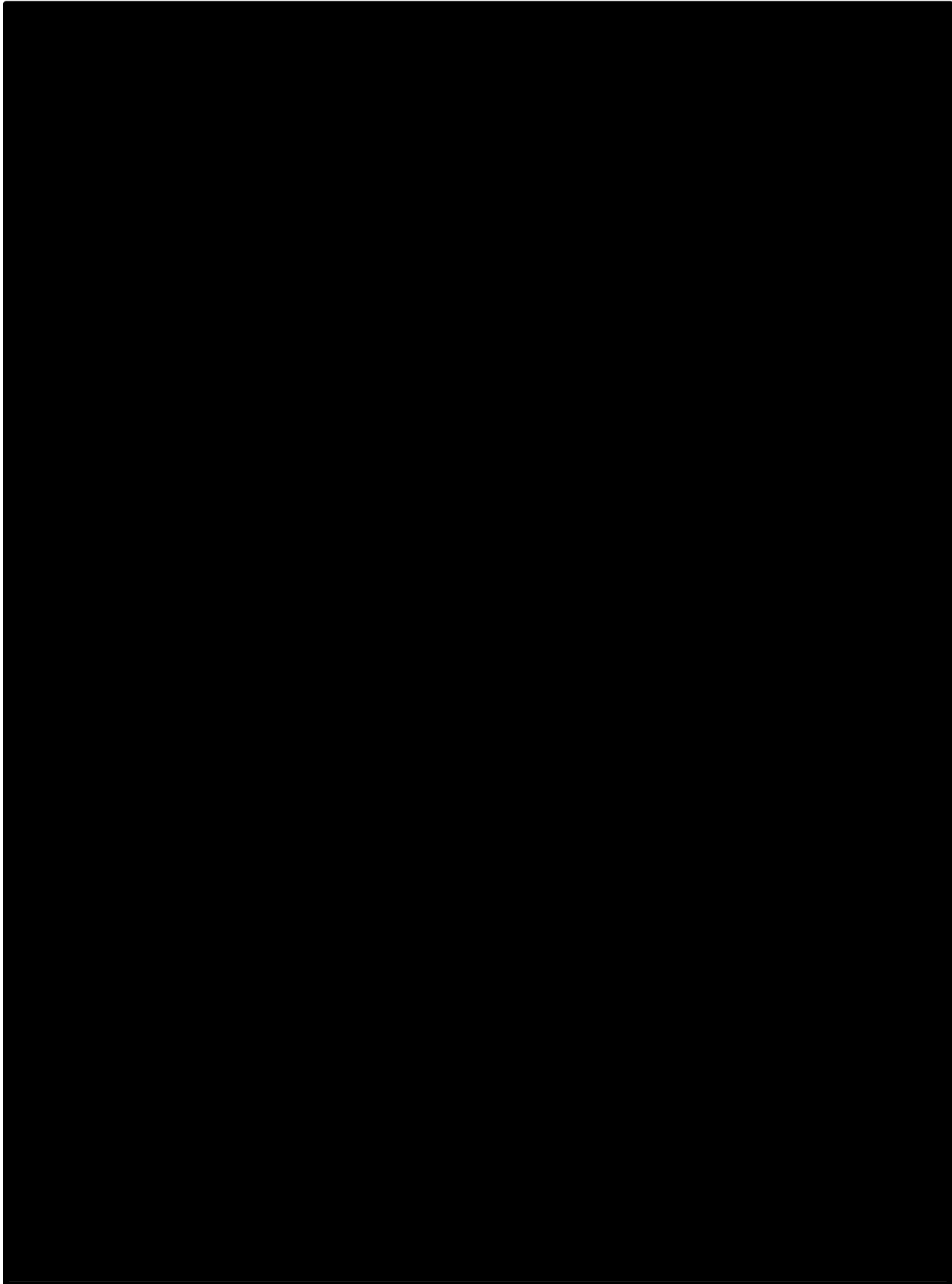
RIGHT THUMB

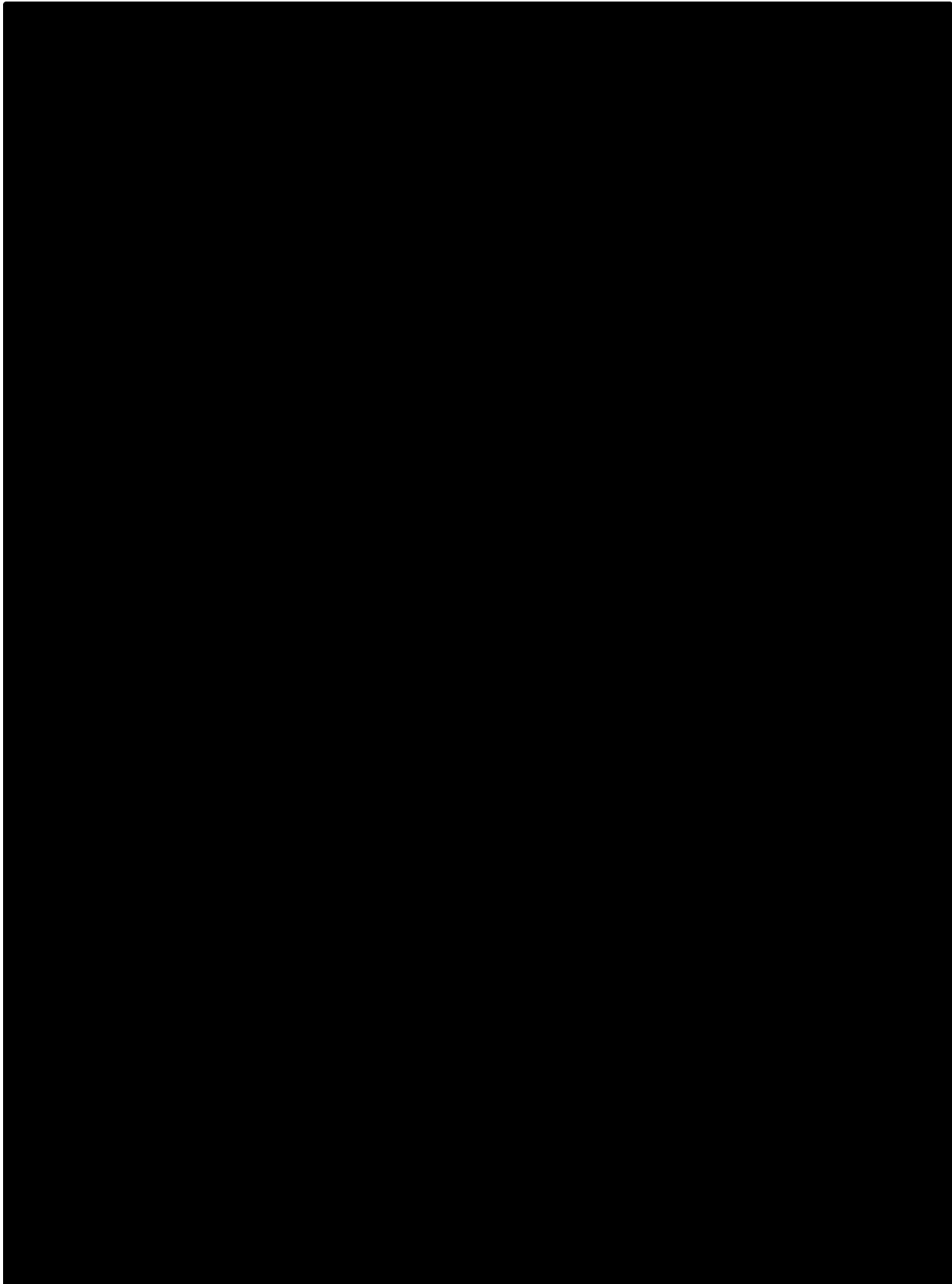
THUMBPRINTS REQUIRED

CII # _____

LOS ANGELES COUNTY JAIL

RECORD BUREAU
76A248S -SH - CR435 - REV. 3/96





**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
BAIL DEVIATION FORM**

DATE: _____ TIME: _____ STATION/AGENCY: _____
ARRESTEE'S LAST NAME: _____ FIRST: _____ BKG# _____

ADVISEMENT

You may apply for a reduction of your bail, or release on your own recognizance. An attorney, friend, or relative may assist you.

THIS IS A FREE SERVICE, OFFERED BY THE LOS ANGELES COUNTY SUPERIOR COURT. CALL COLLECT (213) 351-5151, SEVEN DAYS A WEEK, 6:30 AM TO 12 MIDNIGHT.

I have read, and understand this advisement _____
signature of arrestee

ARRESTING DEPUTIES/OFFICER'S STATEMENT

The arrestee should should not be considered for a reduction of bail.

The arrestee should should not be considered for release on his/her OR.

Arrestee waived phone call for Bail Deviation.

Arrestee given phone call for Bail Deviation at _____ hrs.

COMMENTS:

Lived in same area one year or less

No family ties in area

Unemployed

1270.1 PC violent felony

Threat to community

On active parole or probation

Injury to victim required medical treatment

Weapon used

Pending criminal case

Gang related

ARRESTING DEPUTY/OFFICER _____ EMP # _____

WATCH SERGEANT/JAILER

JAILER'S SIGNATURE _____ EMP # _____

W/SGT'S SIGNATURE _____ EMP # _____

SH-R-440 11/91

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
BAIL DEVIATION FORM**

DATE: _____ TIME: _____ STATION/AGENCY: _____
 ARRESTEE'S LAST NAME: _____ FIRST: _____ BKG# _____

AVISO

Usted puede aplicar para la reduccion de su fianza, o ser puesto en libertad bajo su propia palabra. Un abogado, amigo, o pariente puede ayudarlo.
 ESTE ES UN SERVICIO GRATUITO, OFRECIDO POR LA CORTE SUPERIOR DEL CONDADO DE LOS ANGELES, LLAME POR COBRAR (213) 351-5151, SIETE DIAS A LA SEMANA, 6:30 AM A 12 DE LA MADRUGADA.

He leído, y entiendo este aviso _____
firma del arrestado

ARRESTING DEPUTIES/OFFICER'S STATEMENT

- The arrestee should should not be considered for a reduction of bail.
 The arrestee should should not be considered for release on his/her OR.
 Arrestee waived phone call for Bail Deviation.
 Arrestee given phone call for Bail Deviation at _____ hrs.

COMMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Lived in same area one year or less | <input type="checkbox"/> No family ties in area |
| <input type="checkbox"/> Unemployed | <input type="checkbox"/> 1270.1 PC violent felony |
| <input type="checkbox"/> Threat to community | <input type="checkbox"/> On active parole or probation |
| <input type="checkbox"/> Injury to victim required medical treatment | <input type="checkbox"/> Weapon used |
| <input type="checkbox"/> Pending criminal case | <input type="checkbox"/> Gang related |

ARRESTING DEPUTY/OFFICER _____ EMP # _____

WATCH SERGEANT/JAILER

JAILER'S SIGNATURE _____ EMP # _____

W/SGT'S SIGNATURE _____ EMP # _____

SH-R-440 11/01

Station Jail Orientation (Front) Template

LOS ANGELES COUNTY SHERIFFS DEPARTMENT STATION JAIL ORIENTATION

EL DEPARTAMENTO DEL ALGUACIL DEL CONDADO DE LOS ANGELES ORIENTACIÓN DE PRISIONEROS

Arrestee's Name: _____ File#: _____ Date: _____

◆◆ Under Penal Code Section 851.5, an arrestee has the right to make three (3) completed telephone calls within a three (3) hour period after being booked. Local telephone calls are free. Reasonable access to phone calls beyond the 851.5 PC calls will be allowed on a daily basis.

◆◆ Pre-arraignment inmates have a right to be considered for bail reduction and /or released on their own recognizance (O.R.) By calling (800) 773-5151 or (213) 351-5151, collect, between 6:30 AM and midnight everyday. This service is free of charge.

◆◆ A inmate is allowed visits within 24 hours of being in custody. Check with the jailer for visiting hours and duration. Attorney visits are allowed any time. All visits are subject to the approval of the Watch Commander and dependent upon the safe operation of the jail.

◆◆ Personal hygiene items are available to all inmates in custody longer than the morning following arrest. These items include: Shampoo, deodorant, toothbrush, toothpaste, soap, comb, and shaving implements. Showers are available daily.

◆◆ Reading material, games, and correspondence materials (paper/pencil/envelopes/stamps) are available to all inmates. Those inmates without funds should notify the jailer regarding postage-free letters.

◆◆ Inmates who are ill or require medical attention should notify the jailer immediately.

◆◆ Penal Code section 3409 allows FEMALE INMATES to request continued use of items necessary for personal hygiene with regard to menstrual cycle and reproductive system or birth control prescribed by a physician.

◆◆ Referente al Artículo 851.1 del Código Penal, una persona arrestada tiene el derecho de completar 3 llamadas telefónicas dentro de un período de 3 horas después de haber sido procesada. Las llamadas locales son gratis. Se les permitirá acceso razonable para hacer llamadas diariamente fuera de llamadas pertenecientes al Código 851.5

◆◆ Los asilados que aun no han sido informados de sus cargos en la corte tienen el derecho de ser considerados para una reducción de fianza y, o de ser puestos en libertad bajo su propia palabra (O.R.). Llame a (800) 773-5151 o (213) 351-5151, entre las 6:30 de la mañana y medianoche cada día. Este servicio es gratis.

◆◆ Se les permiten visitas a los asilados entre las 24 horas después del arresto. Pregúntele al carcelero para información sobre las horas y duración de la visita. Se permiten visitas de abogados a cualquier hora. Todas las visitas serán bajo la probación del comandante de turno, y dependientes a la seguridad de la cárcel.

◆◆ Se proveen artículos para higiene personal a los asilados que han estado detenidos la mañana siguiente de haber sido arrestado. Estos artículos incluyen: champú, desodorante, pasta dentífrica, cepillo de dientes, jabón, peine, y artículos para rasurar. Se les permitirá bañarse diariamente.

◆◆ Materiales de leer, juegos, y materiales de correspondencia (papel/lápiz/estampillas) están disponibles a los asilados. Los asilados sin fondos deberían de avisarle al carcelero para obtener sobres con estampillas postales.

◆◆ Los asilados que están enfermos o necesitan atención médica deben de avisarle al carcelero inmediatamente.

◆◆ El Artículo 3409 del Código Penal permite a LAS ASILADAS el uso continuo de artículos necesarios para higiene personal con respeto a la menstruación y el sistema reproductivo con referencia a los anticonceptivos orales recetados por un médico.

SH-R-449 (Revised 9/01)

Station Jail Orientation (Back) Template

◆◆ Any **FEMALE INMATES** confined at a station jail for more than 24 hours has the right to receive the services of a physician to determine if she is pregnant. If the inmate is found to be pregnant, she is entitled to receive a determination as to the extent of medical services needed by her and to receive such services from the physician of her choice. Penal Code Section 4028 allows **PREGNANT FEMALE INMATES** desiring an abortion to have their eligibility for said procedure to be determined pursuant to law, and if eligible, to be permitted to obtain an abortion.

◆◆ **FEMALE INMATES** who wish to have their own physician examine them will be taken to Sybil Brand Institute for Women. Those ill or injured inmates who do not request their own physician will be transported to LACO/USC Medical Center Unit III Emergency Room 2M33.

****** INMATES SHALL BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE SERVICES OF A PHYSICIAN WHOSE SERVICES ARE NOT PROVIDED BY THE SHERIFF'S DEPARTMENT.**

****** SPECIAL ATTENTION!! ANYONE WHO INTENTIONALLY DEFACES OR DESTROYS ANY JAIL PROPERTY IS GUILTY OF A CRIME AND WILL BE PROSECUTED (4600 PC).**

****** INMATES WHO CREATE DISTURBANCES AND/OR DESTROY JAIL PROPERTY WILL FORFEIT THEIR ACCESS TO AND REISSUANCE OF READING MATERIALS, GAMES, VISITS, ETCETERA.**

I HEREBY STATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND SIGN MY NAME WILLINGLY.

SIGNATURE: _____

DATE: _____

JAILER: _____

DATE: _____

◆◆ Cualquier **ASILADA** detenida en una estación por más de 24 horas tiene el derecho de recibir los servicios de un médico para determinar si está embarazada. Si se determina que la asilada está embarazada, ella tiene el derecho de recibir una evaluación acerca del extento de servicios médicos necesarios, y de recibir estos servicios por el médico de su preferencia. El Artículo 4028 del Código Penal permite a las **ASIADAS EMBARAZADAS** que deseen un aborto que se lleve a cabo una evaluación para determinar si es eligible, y según la ley, a que se le permita recibir un aborto.

◆◆ **LAS ASILADAS** que desean se examinadas por su propio médico serán llevadas al instituto para Mujeres Sybil Brand. **LAS ASILADAS** enfermas o lesionadas que no piden sus propios médicos serán llevadas a la Unidad de Emergencias III, Salon 2M33, del Hospital General de Los Angeles.

****** LOS ASILADOS RESPONSABLES PARA CUALQUIER GASTO INCURRIDO A CAUSA DE LOS SERVICIOS DE UN MÉDICO SI ESTOS SERVICIOS NO SE PROVEEN POR EL DEPARTAMENTO DEL AQUACIL.**

****** ATENCIÓN EXPEICIAL!! CUALQUIER PERSONA QUE DESTRUYE OR DISFIGURE INTENCIONALMENTE CUALQUIER PROPIEDAD DE LA CÁRCEL SERA CULPABLE DE UN CRIMEN, Y SERÁ PROSEGUIDO POR EL ARTÍCULO 4600 CÓDIGO DEL PENAL.**

****** LOS ASILADOS QUE CAUSAN DISTURBIOS Y, O DESTRUYEN PROPIEDAD DE LA CÁRCEL PERDERÁN EL ACCESO Y EL DERECHO DE TENER MATERIALES DE LECTURA, JUEGOS, VISITAS... ETCÉTERA...**

YO DECLARO QUE COMPRENDO EL CONTENIDO DE ESTE DOCUMENTO, Y FIRMO MI NOMBRE VOLUNTARIAMENTE.

SIGNATURE: _____

DATE: _____

JAILER: _____

DATE: _____

SH-R-449 (Revised 9/01)

Arrested Person's Children Form (Front) Template

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ARRESTED PERSON'S CHILDREN FORM																	
Name of Arrested Person:	Booking #	URN# / Warrant #															
<i>Whenever the term "Child" or "Children" is used, the term "Dependent Adult" may be substituted.</i>																	
Section I																	
TO BE COMPLETED BY ARRESTED PERSON																	
I am the custodial parent/guardian of minor child(ren).	Yes <input type="checkbox"/>	No <input type="checkbox"/>															
I was advised that I am entitled to two additional telephone calls to arrange for child care.	Yes <input type="checkbox"/>	No <input type="checkbox"/>															
My child(ren) currently has appropriate supervision.	Yes <input type="checkbox"/>	No <input type="checkbox"/>															
My child(ren) is currently at (name of school, child care, relative, etc.) _____																	
Arrestee's Signature _____																	
Section II																	
IF CHILDREN ARE WITHOUT APPROPRIATE SUPERVISION DUE TO ARREST OF PARENT, COMPLETE THE LIST OF CHILDREN AND APPROPRIATE SECTION BELOW: (If children at location, this form shall be completed by the responding deputy. If children are not at location, this form shall be completed by responding deputy or jailer.)																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Child's Name</th> <th style="width: 20%;">DOB</th> <th style="width: 20%;">Age</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Child's Name	DOB	Age													Did arrestee use the station telephone to make childcare arrangements? (Yes or No) <input type="checkbox"/>	
Child's Name	DOB	Age															
PARENTAL PLAN FOR CHILD CARE																	
The parent/guardian requested the child(ren) be placed (Name) _____ with: _____																	
Person who accepted custody of the child(ren):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Name:</td></tr> <tr><td style="padding: 2px;">DOB:</td></tr> <tr><td style="padding: 2px;">Home Phone:</td></tr> <tr><td style="padding: 2px;">Cell Phone:</td></tr> <tr><td style="padding: 2px;">Address:</td></tr> </table>		Name:	DOB:	Home Phone:	Cell Phone:	Address:										
Name:																	
DOB:																	
Home Phone:																	
Cell Phone:																	
Address:																	
Address where child(ren) will temporarily reside: _____																	
Caretaker checked for wants/warrants/registered sex offender Yes <input type="checkbox"/> No <input type="checkbox"/>																	
Original form shall be attached to the B&PR (SH-J-293) If Incident Report written, a copy is to be attached to Incident Report.																	

Arrested Person's Children Form (Back) Template

DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) Use this section if child(ren) is taken into protective custody pursuant to WIC §300 or for consultation and/or checking caretaker status in DCFS' system. (DCFS Hotline 800-540-4000). It is law enforcement's responsibility to take a child(ren) into protective custody when physical or sexual abuse is suspected and the safety of the child(ren) is an issue.

Date, Time, and Name of DCFS Employee Contacted: Date Time

Name _____

Was caretaker in DCFS system? Yes No

Was the child(ren) taken into Protective Custody? Yes No

Date, Time and Name of Social Worker Taking Custody of Child(ren) Date Time

Name _____

DCFS Referral # _____

Comments:

Section III

Deputy/Jailer _____ Employee # _____ Approved By: _____
 Date _____

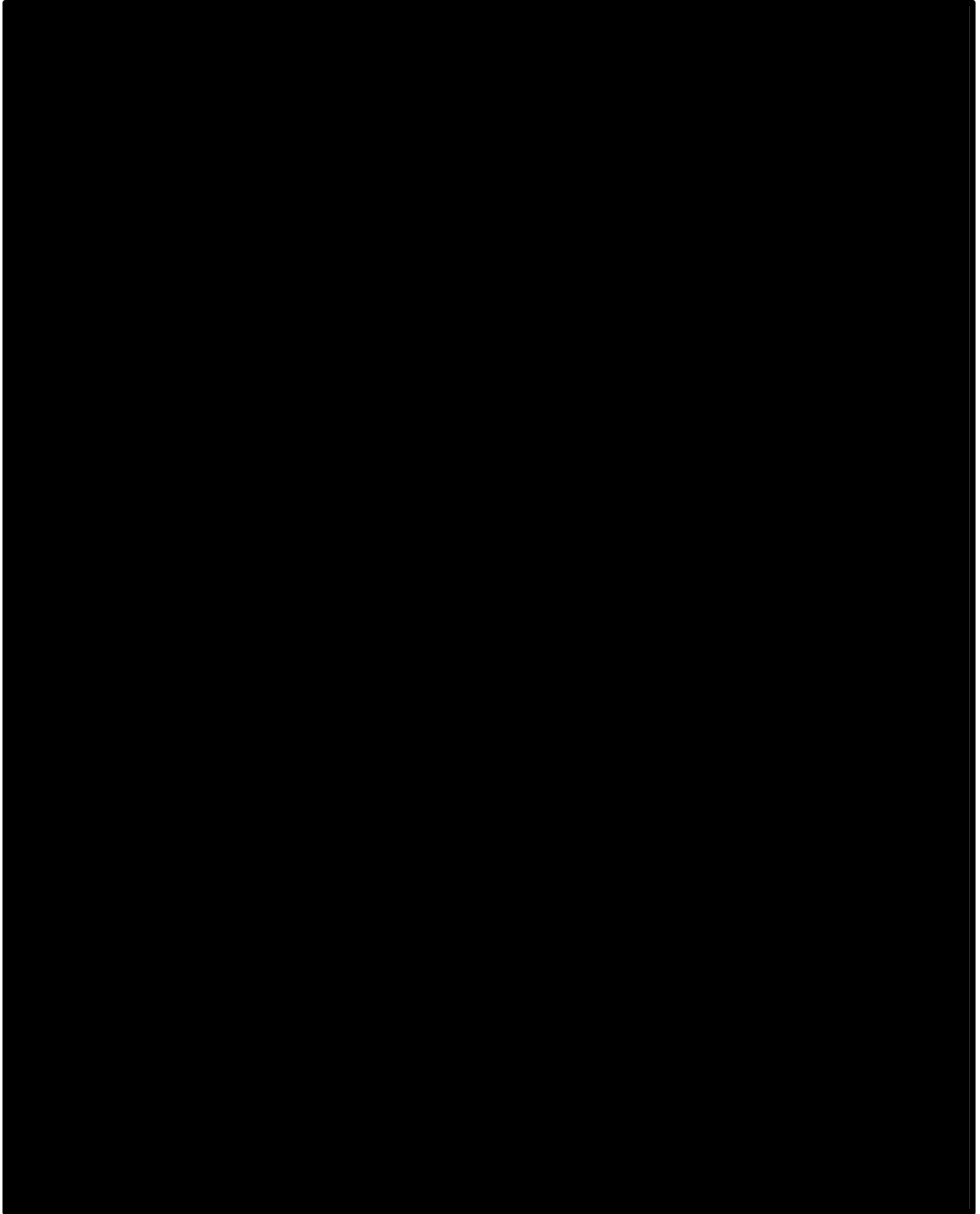
Los Angeles County Released Form Template

**LOS ANGELES COUNTY
RELEASED FORM**

ORIGINAL

BOOKING NO		MAIN NO		SID NO		FBI NO			
ARRESTEE'S NAME (LAST, FIRST, M)				ALIEN NO		DR LIC NO		ST	
ADDRESS									
SEX	DESCENT	HAIR	EYES	HEIGHT	WEIGHT	BIRTHDATE		AGE	
VEH LIC NO		ST	RPT DIST	AKA/NICKNAME					
BIRTHPLACE			FILE NO		MONIKER		AD CHG		
AGY OR DETAIL ARRESTING			DATE & TIME ARRESTED		TIME BKD				
LOCATION OF ARREST			TOTAL BAIL		WARR COMM NO		CHARGE		
DATE & TIME OF RELEASED			RELEASED REASON		RELEASED COMPLETED BY (FULL NAME & NO)				
FINGERPRINT TAKEN AT BOOKING					FINGERPRINT TAKEN AT RELEASED				

<p>Messages</p>



Los Angeles County Sheriff's Department

VOLUNTARY DELAYED RELEASE

1. INMATE/ARRESTEE INFORMATION

NAME: _____ (Last, First) BOOKING NUMBER: _____

Effective January 1, 2015, per Senate Bill (SB) 833 and 4024 (b) (1) PC, all inmates/arrestees have the right to remain in custody up to 16 hours or until normal business hours, whichever is shorter, in order to be discharged to a treatment center or to be released from jail during business hours. Normal business hours are between 0700 hours – 1700 hours. This request is voluntary and can be revoked at any time by the inmate/arrestee.

2. REQUEST

No, I do not want to participate in the Voluntary Delayed Release Program and want to be released as soon as possible.

Yes, I do want to participate in the Voluntary Delayed Release Program. If I posted bail, I will notify the bail bond as soon as possible of my voluntary decision to remain in custody.

The reason(s) for my written expressed consent to voluntarily remain in custody is:

- Do not want to be released during nighttime hours
- Unable to access basic reentry services
- Unable to access immediate treatment services
- Transportation arrangements
- Homeless shelter intake hours
- Other: _____

Inmate/Arrestee Signature: _____ Date: _____

Employee Signature: _____ Emp. # _____ Date: _____

INMATE/ARRESTEE REFUSAL TO SIGN (This section shall also be used if the inmate/arrestee needs assistance in completing this form) *(if applicable, please check box and sign below, this requires two signatures)*

Employee Signature: _____ Emp. # _____

Watch Sergeant Signature: _____ Emp. # _____

3. REVOCATION

I revoke my previous request to delay my release *(this requires a watch commander signature)*

Inmate/Arrestee Signature: _____ Date: _____

Watch Commander Signature: _____ Emp. # _____

Date/Time: _____

SH-AD-692 The original form shall be placed in the inmates/arrestees "Booking Packet."
Revised 02/2016 Custody Support Services

Juvenile Detention

- Booking Slip "9-line" (SH-J-294) and ADD Charge / Hold Sheet (SH-CR-435) (If Necessary).
- Children form (SH-R-625)
- Notification to parent at scene or phone calls
- Gladys R Form (Subject is 13 years or younger)
- Miranda Advisement
- Detective Notification, or written/or video/audio confession
- Juvenile Detention Log in Watch Commander's Office (W/C notification)
- Jain printout
- Live-scan return printout
- If releasing to parents receive W/C-WSGT. approval and write citations (including Parental Cite Back 660.5(e) W.I.C. for parents)
- Call Los Padrinos "Intake" [REDACTED] or Eastlake "Intake" [REDACTED] [REDACTED] for Authorization to Book - (Place Probation Officer's Name on Bus Ticket)
- Juvenile Detention Center Entrance Form "Bus Ticket" (L.P. Booking)
- Copy of approved PCD (SH-CR-461 - L.P. Booking)
- Medical Questionnaire (SH-R-422 - L.P. Booking)
- If alcohol consumed within last 12 hours, OK TO BOOK REQUIRED
- If narcotics used within last 24 hours, OK TO BOOK REQUIRED

Gladys R Form (Front) Template

Refer to In Re Gladys R. (1970) 1 Cal.3d 855 and Penal Code Section 26 for legal requirements.

Minor's Name:		Age at time of offence	D.O.B.	Booking Number
Date:	Completed By:	Badge/Employee Number	File No.	

Instructions: To be completed for all juvenile arrests who were 13 years or under when the crime was committed and after Miranda advisement has been given. Note: Extra care should be taken when advising young subjects of Miranda rights. Determine if he/she knows the meaning of lawyer, judge, court and words such as silent, appointed, etc. Indicate the explanations used in advisement.

I.

Miranda Advisement:

Miranda Given? YES [] NO []
 Did minor indicate he/she understood rights? YES [] NO []
 Did minor waive his/her rights? YES [] NO []

II. Questions for Minor: (Actual words used by minor)

- Do you go to school? _____
 What school? _____ Grade? _____
- Do you know the difference between doing what's right and doing what's wrong?
 YES [] NO []
- Give me an example of something right to do. _____

- Give me an example of something wrong to do. _____

- What happens to you when you do something wrong? _____

The following questions refer to the specific crime being investigated. Use **SIMPLE WORDS TO DESCRIBE THE OFFENCE** i.e. take something that doesn't belong to you instead of "steal theft" go into a house without permission to take something that isn't yours instead of "burglary"; start a fight or hit someone instead of "assault" or "battery"; take someone's property from them by hitting them or scaring them instead of "robbery"; "look out" or "help" instead of aiding or abetting. Ask about the specific sexual activity instead of "oral copulation" or "penetration". **TRY TO HAVE MINOR EXPLAIN HIS/HER ANSWER.** Indicate the words used by the investigator to describe the crime.

6. Do you know it is wrong to _____
 (Specific crime being investigated)
 YES [] NO []

Gladys R Form (Back) Template

7. Did you know it was wrong to _____
(Specific crime being investigated)
before _____
(Incident date or time frame before crime occurred)
8. Do you know it is wrong to help someone else _____
(Specific crime being investigated)
9. If someone did this to you, would it be wrong? _____
10. Were you ever taught it was wrong to _____
By Whom? _____
(i.e. parent, teacher, etc.)
11. What were you taught about it being wrong to _____

I. Questions for Parent(s) Guardian(s) / Teacher / Other

Name of person questioned _____ Relationship _____
 Questioned by _____ In person Via Telephone

1. What is minor's age _____ Date of birth? _____
2. Have you taught _____ the difference between right and wrong?
(Minor's name) YES [] NO []
3. Does _____ know it is wrong to _____
(Minors name) (Specific crime being investigated)
YES [] NO []
4. Did he/she know it was wrong before the event? YES [] NO []
5. Has _____ been taught that it is wrong to _____
(Minors name) (Specific crime being investigated)
6. How and by whom? (i.e., parents, teachers, etc.) _____
7. Does _____ go to school? _____ Where? _____ Grade? _____
(Minors name)
8. Can _____ read? _____ Write? _____
(Minors name)

Foreign National Arrest Advise Form Template

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT - FOREIGN NATIONAL ARREST ADVISEMENT FORM

Arrestee's Name: _____ Booking Number: _____
Date of Birth: _____ Date Arrested: _____ Arresting Agency: _____
Charge(s): _____

ENGLISH

Statement 1

When Consular Notification Is Non-Mandatory

As a non-U.S. citizen who is being arrested or detained, you are entitled to have us notify your country's consular representatives here in the United States. A consular official from your country may be able to help you obtain legal counsel, may contact your family, and may visit you in detention, among other things. If you want us to notify your country's consular officials, you can request this notification now, or at any time in the future. After your consular officials are notified, they may call or visit you. Do you want us to notify your country's consular officials?

Please circle: YES NO

Statement 2

When Consular Notification Is Mandatory

Because of your nationality, we are required to notify your country's consular representatives here in the United States that you have been arrested or detained. After your consular officials are notified, they may call or visit you. You are not required to accept their assistance, but they may be able to help you obtain legal counsel, may contact your family, and may visit you in detention, among other things. We will be notifying your country's consular officials as soon as possible.

Arrestee's Signature: X _____ Date: _____ Country: _____

Form Completed By: LASD Arresting Agency: _____

Employee Completing Form: _____ Employee Number: _____ Date: _____

CONSULAR REPRESENTATIVES:

-To obtain inmate information, visit www.ilu.lasd.org, click on Inmate and Jail Information on the left side.
-To arrange for Consular access and for further assistance, please contact Los Angeles County Sheriff's Information Bureau, International Liaison Unit at (213)229-1705 or email ilu@lasd.org between the hours of 9:00 AM and 5:00 PM. Please reference the Booking Number.

LASD PERSONNEL ONLY: FAX or email this completed form and (if available) booking slip immediately to the International Liaison Unit at (323)415-4882 or ilu@lasd.org. **DO NOT NOTIFY THE CONSULATE DIRECTLY.** This Unit is responsible for all LASD Consular notifications; we will notify the Consulate of the involved Country.

Notified By Arresting Agency: Date: _____ Country: _____ By _____

Notified By LASD/ILU: Date: _____ Country: _____ By _____

8047 Sex Offender Registration Requirement (Page 1 of 3) Template



STATE OF CALIFORNIA
CJIS 8047
(Orig. 04/1994; Rev. 01/2017)

DEPARTMENT OF JUSTICE
Page 1 of 3

NOTICE OF SEX OFFENDER REGISTRATION REQUIREMENT
(Sex Offender Registration Act - Penal Code § 290-290.024 and 290.01)

California Sex Offender Registry (CSOR)
P.O. Box 903387, Sacramento, CA 94203-3870

(Note: This is not a registration form. Use the CJIS 8102S form for registration purposes)

PLEASE FOLLOW THESE IMPORTANT PROCESSING INSTRUCTIONS:

- Print or type required information and submit form to the Department of Justice (DOJ) within three (3) business days.
- Submit a current photograph of the registrant. Photographs must be electronically submitted by using the DOJ Image System.
- Have the registrant read and initial the registration requirements on page two of this form.
- Verify the registrant understands the requirements.
- Provide a copy of this form to the person being notified of registration requirements.

PERSONAL HISTORY INFORMATION	FULL NAME OF PERSON NOTIFIED Last First Middle Suffix									
	DATE OF BIRTH	CII NUMBER (SID)		SOCIAL SECURITY NUMBER			FBI NUMBER		INSTITUTION NUMBER	
	DRIVER'S LICENSE/I.D. NUMBER				SEX	RACE	HAIR COLOR	EYE COLOR	HEIGHT	WEIGHT
	SCARS, MARKS, TATTOOS, AND OTHER CHARACTERISTICS					LOCATION	DESCRIPTION	PICTURE	TEXT	
CONVICTION INFORMATION	ARRESTING AGENCY			DATE OF ARREST	PROSECUTING AGENCY			NAME OF COURT		
	REGISTRABLE CONVICTION <input type="checkbox"/> MISDEMEANOR <input type="checkbox"/> FELONY				CONVICTION DATE		CASE NUMBER			
	TYPE OF CONVICTION, IF OTHER THAN CALIFORNIA <input type="checkbox"/> Out of state <input type="checkbox"/> Federal <input type="checkbox"/> Military				DATE OF SCHEDULED DISCHARGE OR RELEASE			DATE PAROLE OR PROBATION EXPIRES		
RELEASE INFORMATION	FULL ADDRESS WHERE I EXPECT TO RESIDE UPON RELEASE									
	RELATED ADDRESS (Emergency Contact)						I PLAN TO RESIDE OUTSIDE OF CALIFORNIA WITHIN FIVE DAYS OF MY RELEASE <input type="checkbox"/> YES <input type="checkbox"/> NO			
	NAME OF AGENCY SUPERVISING PAROLE OR PROBATION					NAME OF SUPERVISING PAROLE OR PROBATION OFFICER				
	PAROLE/PROBATION AGENCY ADDRESS				City	State	Zip Code	TELEPHONE NUMBER		
STATEMENT OF NOTIFYING OFFICER	NOTIFYING AGENCY			ORI		MNEMONIC		TELEPHONE NUMBER		
	AGENCY ADDRESS			City	State	Zip Code	NOTIFYING AGENCY E-MAIL ADDRESS			
	I certify that I notified the individual described above of his or her duty to register under provisions of the applicable statute(s), and I verified the individual understands the registration requirements.									
STATEMENT OF PERSON NOTIFIED	NAME AND TITLE OF NOTIFYING OFFICER (Print or type)			SIGNATURE OF NOTIFYING OFFICER				DATE OF NOTIFICATION		
	I have been notified of my duty to register as a sex offender pursuant to Penal Code sections 290-290.024 and 290.01. I have read or had read to me, and initialed each registration requirement specified on page 2 of this form. I understand it is my duty to know the registration requirements, including changes to the law that may be made after I sign this form. I certify the information provided is true and accurate. I understand failure to comply with the registration requirements, providing false information on the form, or failing to provide accurate information is punishable as a criminal offense. I understand refusing to sign this form is also punishable as a criminal offense.									
	(NOTE: THIS FORM DOES NOT COMPLETE YOUR DUTY TO REGISTER. UPON RELEASE FROM INCARCERATION OR RELEASE ONTO PROBATION, YOU MUST REGISTER IN PERSON WITHIN FIVE (5) WORKING DAYS TO COMPLETE THE REGISTRATION PROCESS.)									
SIGNATURE OF PERSON BEING NOTIFIED					DATE OF NOTIFICATION					

DISTRIBUTION: Original to DOJ/CSOR; Copy to Law Enforcement Agency having jurisdiction over address; Copy to Notifying Agency; Copy to Person Notified

8047 Sex Offender Registration Requirement (Page 2 of 3) Template



STATE OF CALIFORNIA
CJIS 8047
(Orig. 04/1994; Rev. 01/2017)

DEPARTMENT OF JUSTICE
Page 2 of 3

NOTICE OF SEX OFFENDER REGISTRATION REQUIREMENT (Sex Offender Registration Act - Penal Code § 290-290.024 and 290.01)

NAME OF PERSON NOTIFIED	Last	First	Middle	CII NUMBER (SID)	DATE OF NOTIFICATION
-------------------------	------	-------	--------	------------------	----------------------

REGISTRATION REQUIREMENTS - REGISTRANT IS REQUIRED TO READ AND INITIAL ALL REQUIREMENTS

1. _____ My responsibility to register as a sex offender in California is a lifetime requirement, except as provided in PC § 290.005, PC § 290.5 or by court order.
2. _____ I must register in person, if I have never registered, within five (5) working days of 1) coming into California, or 2) release from incarceration, placement, commitment, or release on probation, with the law enforcement agency having jurisdiction over my place(s) of residence or where I am physically present as a transient. (PC § 290)
3. _____ I must re-register in person, if I have previously registered, within five (5) working days after release from incarceration, placement, or commitment that lasted thirty (30) or more days, or within five (5) working days after release on probation. I do not have to re-register after release if I was incarcerated for less than thirty (30) days and I return to the last registered address, and the update of registration that is required to occur within five (5) working days before or after my birthday did not fall within that incarceration period. (PC § 290.015)
4. _____ I must annually update my registration information in person, within five (5) working days before or after my birthday, at the law enforcement agency having jurisdiction over my residence address of where I am currently present as a transient. Annual updates begin with my first birthday following registration or change of address. (PC § 290.012)
5. _____ Upon coming into, or when changing my residence address within a city and/or county in which I am residing, I must register or re-register in person, within five (5) working days, with the law enforcement agency having jurisdiction over my residence. (PC § 290, 290.013)
6. _____ If I change my registered address to a new address, either within the same jurisdiction or anywhere inside or outside of the state, I must inform the last registering agency or agencies in person within five (5) working days before or after I leave, if I do not know my new residence address or transient location I must later notify, by registered or certified mail, the last registering agency or agencies of the new address or transient location within five (5) working days of moving to the new address or location. (PC § 290.013)
7. _____ If I am registered at a residence address and become transient, I have five (5) working days within which to register in person with the law enforcement agency having jurisdiction where I am physically present as a transient. (PC § 290.011)
8. _____ If I am registered as a transient and move to a residence, I have five (5) working days within which to register in person with the law enforcement agency having jurisdiction over the new address. (PC § 290.011)
9. _____ If I have no residence address, I must register in person in the jurisdiction where I am physically present as a transient within five (5) working days of becoming transient. Thereafter, I must update my registration information in person no less than once every thirty (30) days with the law enforcement agency having jurisdiction over the place where I am physically present as a transient on the day I re-register. I do not need to report changes of transient location within the 30-day period unless I move out of state. I must also comply with the annual requirement to update my registration. (PC § 290.011)
10. _____ If I am registered as a transient and I am moving out of state, I must inform the law enforcement agency having jurisdiction over the place where I was physically present as a transient, in person, within five (5) working days before or after I leave. I must also inform the law enforcement agency of my planned destination, residence, or transient location out of state, if known, and any plans to return to California. (PC § 290.011)
11. _____ If I move outside of California, I am required by federal law to register in the new state within three (3) working days.
12. _____ If I have ever been committed as a sexually violent predator, I must update my registration information in person, no less than once every ninety (90) days with the law enforcement agency having jurisdiction over my residence or transient location. I must also comply with the annual requirement to update my registration in person. (PC § 290.001, 290.012)
13. _____ If I have more than one residence address at which I regularly reside (regardless of the number of days or nights I spend at each address), I must register in person, within five (5) working days at each address with the law enforcement agency having jurisdiction over each residence. If I no longer reside at the registered address, I must inform in person, the registering agency having jurisdiction over that address within five (5) working days before or after I leave. (PC § 290.010)
14. _____ If I reside or am a transient on a University of California, California State University, or community college campus, I must register in person, within five (5) working days with the local law enforcement agency having jurisdiction over the campus and additionally with the campus police. (PC § 290, 290.011)
15. _____ If I am enrolled or employed (with or without compensation) at an institution of higher learning, I must register within five (5) working days of commencement of the term of enrollment or employment, with the campus police department, or if no campus police department exists, with the law enforcement agency having jurisdiction over that campus. I must also register in person with the law enforcement agency having jurisdiction over my place of residence or transient location. When I cease being enrolled or employed at that institution, I must notify the registering agency for the campus within five (5) working days. (PC § 290.008, 290.01)
16. _____ Campus registration must be in person unless I am enrolled in an online course which does not require my presence at an institution of higher learning in California. I must register for online courses by mailing the DOJ Online Course Registration Form to the campus police department, or if no campus police department exists, to the law enforcement agency having jurisdiction over that campus, within five (5) working days of commencement of my term of enrollment. When I cease being enrolled at that institution, I must notify the registering agency for the campus within five (5) working days. (PC § 290.009, 290.01) The Online Course Registration Form is available at: www.oag.ca.gov.
17. _____ If I live outside of California and I am required to register in that state and I attend school or am employed in California, I must register in person with the law enforcement agency having jurisdiction over my school or employment location within five (5) working days of beginning attendance or becoming employed, in addition to registering in my state of residence. (PC § 290.002)
18. _____ I must provide proof of residence to the registering agency within thirty (30) days of registration or re-registration at a new residence address. (PC § 290.015)
19. _____ If I am on parole or probation, I must provide proof of registration to my parole agent or probation officer within six (6) working days of release on parole or probation and proof of any change or update to my registration within five (5) working days. (PC § 290.85)
20. _____ If I change my name I must notify in person, within five (5) working days, the law enforcement agency or agencies having jurisdiction over my place of residence or place where I am required to register as a transient. (PC § 290.014)
21. _____ I understand I am required to submit DNA samples, as well as fingerprints and full palm prints. (PC § 296, 296.2)
22. _____ I may apply for exclusion from the Megan's Law Internet site if I meet the exclusion criteria, including: 1) I have a felony conviction for sexual battery (PC 243.4(a)); or 2) I have a misdemeanor conviction for annoy/molest a child (PC 647.6(647a)); or 3) I have a conviction for molesting a child, stepchild, sibling, or grandchild and the crime did not involve either oral copulation or any type of penetration; or 4) I have a felony conviction for PC 311.1, 311.2 subsection (b), (c), or (d), or 311.3, 311.4, 311.10, or 311.11 and a probation report that clearly states that all victims involved in the commission of the offense were at least 16 years of age or older at the time of the commission of the offense. (PC § 290.46(e)). Exclusion Applications are available on the Office of the Attorney General Internet site at: www.oag.ca.gov.

DEFINITION: "Residence" means one or more addresses at which a person regularly resides, regardless of the number of days or nights spent there, such as a shelter or structure that can be located by a street address, including, but not limited to, houses, apartment buildings, motels, hotels, homeless shelters, and recreational and other vehicles.

COMMENTS

8047 Sex Offender Registration Requirement (Page 3 of 3) Template



STATE OF CALIFORNIA
CJIS 0047
(Orig. 04/1994; Rev. 01/2017)

DEPARTMENT OF JUSTICE
Page 3 of 3

NOTICE OF SEX OFFENDER REGISTRATION REQUIREMENT (Sex Offender Registration Act - Penal Code § 290-290.024 and 290.01)

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division of the Department of Justice collects the information requested on this form as authorized by California Penal Code sections 290-290.023 and 290.01. The CJIS Division uses this information to register a sex offender as mandated by law. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The Department of Justice's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. All the personal information requested in the form must be provided.

Access to Your Information. You may review the records maintained by the CJIS Division in the Department of Justice that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to register a sex offender as mandated by law, we may need to share the information you give us with law enforcement agencies.

The information you provide may also be disclosed in the following circumstances:

- On the public Megan's Law website pursuant to Penal Code section 290.46;
- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law;

Contact Information. For questions about this notice or information on your registrant records, you may contact the California Sex Offender Registry manager by phone at (916) 210-3113, by e-mail at MegansLaw@doj.ca.gov, or via mail at:

The Department of Justice
California Sex Offender Registry
P.O. Box 903387
Sacramento, CA 94203-3870

Applicant (Back) Template

Receipt & Registration Card

This is your receipt of registration and permanent Registration Card
KEEP this card on you at all times

Your probation or parole officer may make a photo copy of your card for their records

If you move, you must re-register with the new address. You will be issued a new Registration Card.
If you are unsure where to register, call your local Police Department or Sheriff's Station.

If you lose your card, come back to the agency that issued you the card and a new card will be issued.
You will be fingerprinted each time you update your information.

Cut on the solid lines, fold in half on the dotted lines. You may laminate this card.

KEEP the card in your possession at all times

Recibo y Tarjeta de Registro

Este es su recibo de la inscripción y la tarjeta de registro permanente **MANTENGA** esta tarjeta con usted en todo momento.

Su oficial de libertad condicional podrá hacer una copia de su tarjeta para sus registros

Si usted se reubica, debe volver a registrarse con la nueva dirección. Se le emitirá una nueva tarjeta de registro. Si usted no está seguro de dónde inscribirse, llame el departamento de policía local o la estación del Sheriff.

Si pierde su tarjeta, vuelve a la agencia que le emitió la tarjeta y una nueva tarjeta será publicada. Le sacaran huellas digitales, cada vez que actualice su información.

Corta en las líneas sólidos, Dobra en la mitad sobre la línea de puntos. Usted puede lamimar esta tarjeta.

Mantenga la tarjeta en su posesión en todo momento.

STATE OF CALIFORNIA REGISTRATION RECEIPT			Los Angeles County Registration ID
Type of Registration:	CI Number:		
	OIN:		
Name of Registrant:	Date of Birth:		
Resident Address:			
Name of Registering Agency:			
Date of Annual Update:	Date of Registration:	Fingerprint Officer's Last Name:	
Signature of Registrant:			
OCA:			
Local Muster Name Index:			

Receipt & Registration Card Template

<p>TYPE OR PRINT ALL INFORMATION DO NOT FOLD APPLICATION FOR EMPLOYMENT</p> <p><input type="checkbox"/> PEACE OFFICER (830 PC) <input type="checkbox"/> CRIMINAL JUSTICE EMPLOYEE <input type="checkbox"/> STATE EMPLOYEE <input type="checkbox"/> CITY/COUNTY EMPLOYEE <input type="checkbox"/> SCHOOL EMPLOYEE <input type="checkbox"/> OTHER EMPLOYEE</p> <p><input type="checkbox"/> THIS EMPLOYMENT TITLE IS EXEMPT FROM THE PROVISION OF SECTION 432.7 OF THE CALIF. LABOR CODE. PLEASE CITE STATUTE OR OTHER REASON FOR EXEMPTION.</p> <p>POSITION TITLE: _____</p>	<p>APPLICATION FOR LICENSE, PERMIT OR CERTIFICATION</p> <p>APPLICATION FOR:</p> <p><input type="checkbox"/> LICENSE <input type="checkbox"/> PERMIT <input type="checkbox"/> CERTIFICATION <input type="checkbox"/> CCW LICENSE <input type="checkbox"/> OTHER (SPECIFY)</p> <p>LICENSE - PERMIT - CERTIFICATION TITLE: _____</p>
<p>AGENCY AND ADDRESS:</p> <p>_____</p>	
<p>(NOTE: TO INSURE CORRECT MAILING, THE ABOVE INFORMATION MUST BE COMPLETED)</p>	
<p>State of California Department of Justice Bureau of Criminal Identification P.O. Box 903417 Sacramento, CA 94203-4170</p>	<p>PERSONAL INFORMATION</p> <p>APPLICANT'S RESIDENCE ADDRESS:</p> <p>_____</p>

BID-7 (5/90)

ATTACHMENT A.10

COUNTY NIST DATA TYPES

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTIONS

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.001		2-5N	2.001		2.001	2-5N	LEN		Logical Record Length		2-5 Numeric		N/A	N/A
2.002		00	2.002		2.002	2N	IDC		Image Designation Character		2 Numeric		N/A	N/A
			2.003		2.003	10NS	FFN		FBI File Number			Latent only		
			2.004		Unassigned		QDD		QUERY DEPTH OF DETAIL			DOJ shows unassigned		
			2.005		2.005	1A	RET		Retention Code					
			2.006		2.006	3-30ANS	ATN		Attention Indicator			*		
			2.007		2.007	9-19AN	SCO		Send Copy to Set			*		
			2.008		2.008	10N	NCH		No Charge Indicator			Applicant		
			2.009		2.112	1-10ANS	OCA		Originating Agency Case No					
					2.010		CIN		Case Identifier Number			Latent Only		
					2.010A		CIN_PRE		Case Prefix			DOJ does not show		
					2.010B		CIN_ID		Case Identifier Extension			DOJ does not show		
					2.011		CIX		Case Identifier Number Ext.			Latent Only		
					2.012		LCN		FBI Latent Case Number			Latent Only		
					2.013		LCX		FBI Latent Case Number Ext			Latent Only		
2.807		2-9AN	2.014		2.174	2-9AN	FBI		FBI Number					
2.806		10N	2.015		2.170	10N	SID		State Identification Number					
			2.016		2.171	10N	SOC		Social Security Number					
			2.017		2.173	5-15ANS	MINU		Miscellaneous ID Number					
			2.018		2.018		NAM		Name					
			2.019		2.019		AKA		Aliases					
			2.020		2.020		POB		Place of Birth					
			2.021		2.021		CTZ		County of Citizenship					
			2.022		2.022		DOB		Date of Birth					
			2.023		2.023		AGR		Age Range			Latent only		
			2.024		2.024		SEX		Gender					
			2.025		2.025		RAC		Race					
			2.026		2.026		SMT		Scars Marks, Tattoos					
			2.027		2.027		HGT		Height			1st char may be N 2nd N		
			2.028		2.028		HTR		Height Range			Latent only		
			2.029		2.029		WGT		Weight					
			2.030		2.030		WTR		Weight Range			Latent only		
			2.031		2.031		EYE		Eye Color					
2.032	2.840	3A	2.032		2.032		HAI		Hair Color				BK01	BK07
			2.033		2.033		FPC		NCIC FP Classification					
			2.034		2.034		PAT		Pattern Level Class					
			2.034A		2.034A		FGP		FINGER NUMBER			DOJ does not show		
			2.034B		2.034B		PATCL		PATTERN CLASS CODE			DOJ does not show		

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.035		1A	2.035				PPA		Palm Prints Available			Accept if value is "Y"		
			2.036				PHT		Photo Available					
			2.037				RFP		Reason Fingerprinted			Applicant Only		
			2.038				DPR		Date Fingerprinted					
			2.039				EAD		Employer and Address					
			2.040				OCP		Occupation					
			2.041				RES		Residence of Person FP					
			2.042				MIL		Military Code					
			2.043				TSR		Type of Search Requested					
			2.044				GEO		Geographic Area of Search					
			2.045				DOA		Date of Arrest					
			2.046				DOS		Date of Arrest Suffix					
			2.047				AOL		Arrest Segment Literal					
			2.047A				DOO		Date of Offense					
			2.047B				AOL		Arrest Offense Literal					
			2.048				CSR		Civil Search Request Indicator			Applicant only		
			2.049						Unassigned					
			2.050						Unassigned					
			2.051				CSL		Court Segment Literal					
			2.051A				CDD		Court Disposition Date					
			2.051B				COL		Court Offense Literal					
			2.051C				CPL		Other Court Sentence Prov Lt					
			2.052						Unassigned					
			2.053				OFC		Offense Category			Valid: 1, 2 or 3		
			2.054				SSD		Supervision Start Date					
			2.055				SLE		Custody/Supervision Status					
			2.056				ICO		Identification Comments					
			2.057				FNR		Finger Numbers Requested			Valid: 1-14 or "A"		
			2.058				ITD		Image Type Desired	NOT IN EFTS DOC				
			2.059				SRF		Search Results Findings			response		
			2.060				MSG		Status/Error Message			response		
			2.061				CST		Case Title			Latent Only		
			2.062				IMT		Image Type	(if type 7 images)		Latent Only		
			2.063				PTD		Person Type Designator			Latent Only		
			2.064				CAN		Candidate List			response		
			2.064A				FNU		FBI Number					
			2.064B				NAM		NAME					
			2.065				RSR		Repository Statistics Response	DOJ shows unassigned				

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
			2.066						Unassigned					
2.067			2.067		2.067		IMA		Image Processing Set					
2.067-1		3A	2.067A						IMAK- IMA Make		3- Alpha/Numeric			
2.067-2		1-6ANS	2.067B						IMOD - IMA Model		1 - 6 Alpha/Numeric/Special Char			
2.067-3		1-6ANS	2.067C						IMSN - IMA Serial Numer		1 - 6 Alpha/Numeric/Special Char			
2.068		1A	2.068		2.068		IPP		Image Processing	(EFTS Unassigned)	1- Alpha	Y or N lossless comp		
			2.069				ETC		Estimated time to complete	DOJ shows unassigned				
2.070		1A	2.070		2.070		RAP		Request for FBI Elec RAP		1 Alpha "Y" (Yes)			
			2.071				ACN		Action to be Taken			response		
			2.072				FIU		Fingerprint Image Updated			response		
			2.073				CRI		Controlling Agency Identifier			Latents		
			2.074 to 2.099						EFTS - fields for fingerprints	DOJ shows unassigned				
2.100		4-15ANS			2.100		REV		Software Revision		4 -15 Alpha/Numeric/Special Char			
2.101		4-15ANS			2.101		TBL		Tables Version		4 -15 Alpha/Numeric/Special Char			
2.102		1-2AN			2.102		ACTY		Activity Type		1 -2 Alpha/Numeric			
					2.103		SCN		State Control Numer		11 Alpha/Numeric			
					2.104		VR		Verification Set					
									VRF - Verified		1 Alpha			
									VRA - VR Agency		9 Alpha/Numeric			
									VRD - VR Date		8 Numeric			
									VRO - VR Officer		1-16 Alpha/Numeric/Special Char			
2.105		3AN			2.105		LSID		Live Scan ID		3 Alpha/Numeric			
2.106		3A			2.106		TOT2		Transcation Type II		3 Alpha			
					2.107				Flags		1 Alpha/Numeric	DOJ NATIVS Gen		
			2.108 to 2.109						Unassigned					
MISCELLANEOUS CA DATA FIELDS														
2.110					2.110		BORI		Booking ORI Set					
2.110-1		9AN							BCOD - BORI Code		5-9 Alpha/Numeric			
2.110-2		5-25AS							BLIT - BORI Literal		5-25 - Alpha/Special Char			
2.111					2.111		BKF		Booking For Set					
2.111-1		5-9AN							BKFC - BKF ORI Code		5-9 Alpha/Numeric			
2.111-2		5-25ANS							BKFL - BKF ORI Literal		5-25 - Alpha			
2.112					2.112		OCA		Your Number Set					

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.112-1	2.805	1-10ANS					Bkn		BKN - Booking Number		1-10 Alpha/Numeric Special Char		BK10	NO AJIS ACCESS
2.112-2	2.800	10ANS							MINN- Main Number		1-10 Alpha/Numeric/Special Char.			
2.113	2.879	8N			2.113		DOA		Date of Arrest	CCYYMMDD	8 Numeric	LA NIST IS MMDDCCYY	BK01	NOT EDITABLE
2.115-1	2.921	5N			2.115		CHG		Charge Set	10 occurrences		also used for AJIS Index Charge 1 - DOJ ONLY		
2.115-2	2.917	1A					Ajis_ind		CJIS - CJIS Code		5 Numeric			NO AJIS ACCESS
2.115-3	2.918	1-13AS							BKTC - Booking Type Code		1 Alpha	DOJ ONLY ***		NO AJIS ACCESS
2.115-4	2.920	3N							BKTL - Booking Type Literal		1-13 Alpha/Special Char	DOJ ONLY***		NO AJIS ACCESS
2.115-5	2.915	2-25ANS							NOC - No of Counts		3 Numeric	DOJ ONLY ***		NO AJIS ACCESS
2.115-6	2.995	2A							STAT - Statutory Code		2-25 Alpha/Numeric/Special Char : () .	AJIS ARR CHG	BK01	BK07
2.115-7	2.919	1A							CID - Code Type		2 Alpha			
2.115-8		3-4A							TOC - Type of Charge		1 Alpha	AJIS ARR LEVEL	BK01	BK07
2.115-9		1N							IDF - Statute Identifier		3-4 Alpha			
2.115-10	2.916	5-25ANS							DEG - Degree		1 Numeric			
2.115-11		6-29ANS							LIT - Literal		5-25 Alpha/Numeric/Special Char () - \$ } ' ,	DOJ ONLY ***		NO AJIS ACCESS
2.115-12		2A							QUAS -QUA Statute	3 occurrences	6 - 29 Alpha/Numeric/Special Char			
2.115-13		9-23ANS							QUAC-QUA Code Type	3 occurrences	2 Alpha			
2.115-14		12AN							Numbers	5 occurrences	9-23 Alpha/Numeric/Special Char			
2.116					2.116		JL		DOO - Date of Offense		12 Numeric	precede with DOO/		
2.116-1		3N							Jail Time Set		3 Numeric			
2.116-2		1A							JLL - Length of Time		1 Alpha			
2.116-3		1-15AS							JLTC - Sentence Time		1-15 Alpha/Special Char			
2.116-4		1AN							JLTL - Sentence Type Code		1 Alpha/Numeric			
2.116-5		5ANS							JLJC-Sentence Type Code		5 Alpha/Special Char			
2.117					2.117		FP		JLJL-Sentence Type Literal					
2.117-1		8NDF							Fingerprint Set					
2.117-2		1-20ANS							FPD-Fingerprint Date		8 Numeric	CCYYMMDD		
2.118		36ANS			2.118		ICO		FPD-Fingerprint Official		1-20 Alpha/Numeric/Special Char.	MMCCYYDD FOR LA NIST		
2.119					2.119		JUV		Basis for Caution		1-36 Alpha/Numeric/Special Char			
2.119-1		8NDF							Juvenile Disposition Set					
2.119-2		1-25ANS							JDD-Juvenile Disposition Dt		8 Numeric	MMCCYYDD FOR LA NIST		
2.119-3		4N							JDL-Juv Disposition Literal		1-25 Alpha/Numeric/Special Char			
2.120		1A			2.120		PHA		JDC- Juvenile Dispo Code		4 Numeric			
2.121	NOT USED				2.121		RAP		Photo Available		1 Alpha Y=yes N=no E= Electronic			
									CA Rapback		1 Alpha			

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.122					2.122		SCO		Send Copy to Set	3 occurrences				
2.122-1		9AN							SCT- SCO ORI		9 Alpha/Numeric			
2.122-2		5-25A							SCL-SCO Literal		5-25 Alpha			
2.122-3		1-30ANS							RTE-SCO Route		1-30 Alpha/Numeric/Special Char	SPECIAL CHAR NOT DEFINED		
2.123		3-30ANS			2.123		ATN		CA Attention		3-30 Alpha/Numeric/Special Char			
2.124					2.124		IPA		Image Pattern/Annotation Set	1-10 occurrences				
2.124-1		1-4							FING- Finger Number		2 Numeric			
2.124-2		2N							ANC- Annotation Code	2 occurrences	1-4 Alpha/Special Char			
					2.125 to 2.149				Unassigned					
2.150					2.150		NAM		Name Set					
2.150-1	2.816	1-16A							LAST-Last Name		1-16 Alpha/Special Char- -	Space and hyphen allowed but not at beginning or end	BK10	NOT EDITABLE
2.150-2	2.817	1-16A							FIRST-First Name		1-16 Alpha or 1 Special Char- *		BK10	NOT EDITABLE
2.150-3	2.818	1-12A							MID - Middle Name		1-12 Alpha		BK10	NOT EDITABLE
2.150-4	2.819	1-3A							SUF-Suffix Name		1-3 Alpha		BK10	NOT EDITABLE
2.151					2.151		AKA		Alias Name Set	10 occurrences				
2.151-1	2.820	1-16A							AKL-AKA Last		1-16 Alpha/Special Char- -		BK01	NO AJIS ACCESS
2.151-2	2.821	1-16A							AKF-AKA First		1-16 Alpha		BK01	NO AJIS ACCESS
2.151-3	2.822	1-12A							AKM-AKA Middle		1-12 Alpha		BK01	NO AJIS ACCESS
2.151-4	2.823	1-3A							AKS-AKA Suffix		1-3 Alpha		BK01	NO AJIS ACCESS
2.152		1-25ANS			2.152		MON		Moniker	5 occurrences	1-25 Alpha/Numeric/Special Char.			
2.153	2.851	8NDF			2.153		DOB		Date of Birth	10 occurrences	8 Numeric	MMCCYYDD FOR LA NIST	BK01	BK07
2.154	2.838	1A			2.154		SEX		Gender		1 Alpha		BK01	BK07
2.155	2.839	1A			2.155		RAC		Race		1 Alpha		BK01	BK07
2.156	2.841	3A			2.156		EYE		Eye Color		3 Alpha			
2.157		USED			2.157				Unassigned					
2.158					2.158		PB		Place of Birth					
2.158-1	2.854	2A							POB-PB State		2 Alpha		BK01	IC01
2.158-2	2.855	1-20ANS							CTY-PB City		1-20 Alpha/Numeric/Special Char		BK01	IC01
2.159					2.159		CTZ		Citizenship Set					
2.159-1	2.853	2A							CTZC-CTZ Code		2 Alpha		****	
2.159-2		1A							CTZD-CTZ Documented		1 Alpha (Yes, No, Unk)			
2.160					2.160		SMT		Scars Marks, Tattoos	10 occurrences				

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MNE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.160-1	2.844	2-10A							SMTC-SMT Code		2-10 Alpha	2.845-2.847 - BK02	BK02	NO AJIS ACCESS
2.160-2		1-20ANS							SMTD-SMT Descriptor		1-20 Alpha/Numeric/Special Char: - &	SPECIAL CHAR ARE - &		
2.161		1-20ANS			2.161		MDS		Miscellaneous Descriptors	5 occurrences	1-20 Alpha/Numeric/Special Char	SPECIAL CHAR ARE - &		
2.162					2.162		ADR		Address Set					
2.162-1	2.828	1-20ANS							ADRH -House Number		1-10 Alpha/Numeric/Special Char: -	SPECIAL CHAR IS -	BK01	IC01
2.162-2	2.829	1-2AN							ADRD-Direction		1-2 Alpha: N, S, E, W, NE, NW, SE, SW		BK01	IC01
2.162-3	2.830	1-20ANS							ADRN-Street Name		1-20 Alpha/Numeric/Special Char: - , ()		BK01	IC01
2.162-4	2.831	1-5ANS							ADRA-Apartment Number		1-5 Alpha/Numeric/Special Char: - #		BK01	IC01
2.162-5	2.832	1-20ANS							ADRC-ADR City		1-20 Alpha/Numeric/Special Char		BK01	IC01
2.162-6	2.833	2A							ADRS-ADR State		2 Alpha		BK01	IC01
2.162-7	2.834	5N							ADRZ-ADR Zip		5 Numeric		BK01	IC01
2.162-8		5NS							ADRX-ADR X-Zip		5 Numeric/Special Char: -	DASH FOLLOWED BY 4N		
2.162-9	2.836	2N					AdTy		ADRY-Years at Address		1-2 Numeric		BK02	IC01
2.162-10	2.837	2N							ADRM-Months at Address		1-2 Numeric		BK02	IC01
2.163					2.163		EAD		Employer/Address Set					
2.163-1	2.882	1-36ANS							EMP-Employer		1-36 Alpha/Numeric/Special Char: - () * " = + \$		BK02	IC01
2.163-2	2.883	1-10ANS							EMPA-Street Number		1-10 Alpha/Numeric/Special Char: -		BK02	IC01
2.163-3	2.884	1-2AN							EMPD-Emp Direction		1-2 Alpha		BK02	IC01
2.163-4	2.885	1-20ANS							EMPN-Emp Street		1-20 Alpha/Numeric/Special Char: - , ()		BK02	IC01
2.163-5	2.886	1-5NS							EMPO-Office Number		1-5 Alpha/Numeric/Special Char: - #		BK02	IC01
2.163-6	2.887	1-20ANS							EMPC-Emp City		1-20 Alpha		BK02	IC01
2.163-7	2.888	2A							EMPS-Emp State		2 Alpha		BK02	IC01
2.163-8	2.889	5N							EMPZ-Emp Zip		5 Numeric		BK02	IC01
2.163-9		5NS							EMPX-Emp X-zip		5 Numeric/Special Char: -			
2.163-10	2.890	5-24ANS							EMPP-Emp Phone		5-24 Alpha/Numeric/Special Char		BK02	IC01
2.164	2.881	1-25ANS			2.164		OCC		Occupation	5 occurrences	1-25 Alpha/Numeric/Special Char: () = , \$ " +	for AJIS 1-25 Alpha/numeric/special char - ()	BK02	IC01
2.165	2.842	3N			2.165		HGT		Height		3 Numeric		BK01	BK07
2.843	2.843	3N			2.166		WGT		Weight		3 Numeric		BK01	BK07

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
					2.167 to 2.169				Unassigned					
2.170	2.806	10N			2.170		SID		State Identification Number	10 occurrences	10 Numeric		LS02	IC01
2.171	2.809	10N			2.171		SOC		Social Security Number	10 occurrences	10 Numeric		BK02	IC01
2.172	2.856	8AN			2.172		CDL		CA Driver's License	5 occurrences	8 Alpha/Numeric		BK01	IC01
2.857		2A					CDL ST		Driver's lic state		2 alpha		BK01	IC01
2.173	2.810	5-16ANS			2.173		MNU		Miscellaneous ID Numbers	5 occurrences	5-16 Alpha/Numeric/Special Char	2.810 for ALIEN number only for (LASD)	BK02***	NO AJIS ACCESS
2.174	2.807	2-9AN			2.174		FBI		FBI Number		2-9 Alpha/Numeric			IC01
					2.175 to 2.199				Unassigned					
									REGISTRATION DATA FIELDS					
					2.200		RTYP		Reg Type		1 Alpha (value A,N,P or S)			
					2.201		DOR		Date of Registration		8 Numeric			
					2.202		ROCC		Registrant Occupation	5 occurrences	1-30 Alpha/Numeric/Special Char			
					2.203		OLG		Operator License Set	5 occurrences				
									OLN-Number		7-14 Alpha/Numeric			
									OLS-State		2 Alpha			
									OLY-Year		2-4 Numeric			
					2.204		DOC		Date of Conviction		8 Numeric			
					2.205		DRP		Date of Release from Prison		8 Numeric			
					2.206 to 2.207				Unassigned					
					2.208		VEH		Vehicle Set	1 or 3 occurrences				
									VVST-VEH Style		2-4 Alpha/Numeric			
									VMAK-VEH Make		2-4 Alpha			
									VMOD- VEH Model		2-3 Alpha/Numeric			
									VYR-VEH Year		4 Numeric			
									VCOL-VEH Color		3-7 Alpha/Special Char			
									VVIN-VEH VIN Number		2-20 Alpha/Numeric			
									VLIC-VEH License		1-8 Alpha/Numeric			
									VUIS-VEH License State		2 Alpha			
									VLIT-VEH License Type		2 Alpha			
									VLIY-VEH License Exp		2-4 Alpha			
					2.209		RMT		Registration SMT	10 occurrences				

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									RMT-C-RMT Code		3-10 Alpha			
									RMT-D-RMT Description		1-20 Alpha/Numeric/Special Char			
									RMT-P-RMT Picture		1-20 Alpha/Numeric/Special Char			
									RMT-T - RMT Text		1-20 Alpha/Numeric/Special Char			
					2.210				Contact Set					
									CNAM-CON Name		3-30 Alpha/Special Char			
									CPHN-CON Phone		5-24 Alpha/Numeric/Special Char			
									CTMN-CON Terminal MINE		3-4 Alpha/Numeric/Special Char			
					2.211				Registrant Address Set					
									TAD- Type of Address		3 Alpha/Numeric/Special Char			
									SAD- Source of Address		3 Alpha/Numeric/Special Char			
									RADH-House Number		1-10 Alpha/Numeric/Special Char			
									RADN-Street Name		1-20 Alpha/Numeric/Special Char			
									RADA- Apartment Number		1-5 Alpha/Numeric/Special Char			
									RADC-RAD City		1-30 Alpha/Numeric/Special Char			
									RADO-RAD County		2 Numeric			
									RADS-RAD State		2 Alpha			
									RADZ-RAD Zip		5 Numeric			
									RADX-RAD X-Zip		5 Special Char/Numeric			
					2.212				Miscellaneous		500 Alpha/Numeric/Special Char			
					2.213				DAU		8 Numeric			
					2.214				REML	5 occurrences	1-40 Alpha/Numeric/Special Char			
					2.215				READ	2 occurrences	1-139 Alpha/Numeric/Special Char			
									REM-Reg Emp/School Name		1-36 Alpha/Numeric/Special Char			
									REMA-REM Street Number		1-10 Alpha/Numeric/Special Char			
									REMIN- REM Street		1-20 Alpha/Numeric/Special Char			
									REMO- Office Number		1-5 Alpha/Numeric/Special Char			

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									REMC-REM City		1-30 Alpha/Numeric/Special Char			
									REMU-REM County		2 Numeric			
									REMS-REM State		2 Alpha			
									REMX-REM X-Zip		5 Numeric			
									REMP-REM Phone		5-24 Alpha/Numeric/Special Char			
					2.216 to 2.249				Unassigned					
SUPPLEMENTAL DATA FIELDS														
					2.250		OBKN		Original BKN		1-10 Alpha/Numeric/Special Char			
					2.251		ODOA		Original DOA		8 Numeric			
					2.252		ONAM		Original (Last) Name		1-16 Alpha/Special Char			
					2.253		OBOR		Original BORI		9 Alpha/Numeric			
					2.254		OSCN		Original OSCN		11 Alpha/Numeric			
					2.255 to 2.299				Unassigned					
					2.300		CTYP		Custody Type		1 Alpha			
									CTYO-CTYP Code		3-13 Alpha/Special Char			
									CTYL-CTYP Literal					
					2.301		CMT		Commitment Status Set	5 occurrences				
									CNT1-CMT Hookup		1 Numeric			
									CMT-J-CMT CJIS Code		5 Numeric			
									CMTS-CMT Statute		2-25 Alpha/Numeric/Special Char.			
									CMT-C-CMT Code		2 Alpha			
									CMTL-CMT Literal		5-25 Alpha/Numeric/Special Char.			
									RCVC-RCVD Code		2 Alpha OR Numeric			
									RCVL-RCVD Literal		1-28 Alpha/Special Char			
									CMTN-CMT Number		5-19 Alpha/Numeric/Special Char			
					2.302		CVT		Convicted Offense Set	20 occurrences				
									CNT2-CVT Hookup		1 Numeric			
									CJIS - CJIS Code		5 Numeric			
									NOC-No of Courts		3 Numeric			

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									STAT-Statutory Code		2-25 Alpha/Numeric/Special Char			
									CID-Code Type		2 Alpha			
									TOC- Type of Charge		1 Alpha			
									IDF - Statute Identifier		3-4 Alpha			
									DEG - Degree		1 Numeric			
									LIT - Literal		5-25 Alpha/Numeric/Special Char			
									QUAS-QUA Stature	3 occurrences (1 per Qua)	2-25 Alpha/Numeric/Special Char			
									QUAC-QUA Code Type		2 Alpha			
									SNL-SEN Length		3 Numeric			
									SNTC-SEN Time Code		1 Alpha			
									SNTL-SEN Time Literal		1-15 Alpha/Special Char			
									SNYC-SEN Type Code		1 Alpha/Numeric			
									SNYL-SEN Type Literal		1-5 Alpha/Numeric/Special Char			
									SNC-SEN CC/CS Court Case		4-19 Alpha/Numeric/Special Char			
									EXP		8 Numeric			
									2.303					
									2.304		1-20 Alpha/Numeric/Special Char			
									COND					
									2.305		1 Alpha			
									FIRE					
									2.306		1 Alpha			
									CPR					
									2.307		8 Numeric			
									SSD					
									2.308 to 2.399					
									Unassigned					
2.811		4AN							Bookloc-Booking Location				BK10	NO AJIS ACCESS
2.812		1-30ANS							Artloc-Arrest Location		30 Alpha/Numeric		BK01	NOT EDITABLE
2.813		4N							Arragcy-Arresting Agency		4 Numeric		BK01	NOT EDITABLE
2.814		4N							Rptdist-Reporting District		4 Numeric		BK01	NOT EDITABLE
2.815		4N							Jailloc-Jail Location		4 Alpha/Numeric		BK01	NOT EDITABLE

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.808		10-15AN					FileNum		FileNum- File Number		15 Alpha/Numeric (for LAPD: length 10, fir 2 character 00, 3&4 character < 59 and less than or equal to current yr. 5th -10 cha are number; only allow alpha/numeric data and space. For LASD 15 characters, 1st character a number, 2nd and 3rd characters today's year, 4-8th numbers, 9-12th from RPTDIST and a-Z 0-9, 13-15th numeric.		BK01	BK07
2.835		2N					Taca		TACA- Years in California		2 Numeric		BK02	IC01
2.848		1-40ANS					Physodd		Physodd- Other Physical Odd		40 Alpha/Numeric		BK02	NO AJIS ACCESS
2.849		1-29ANS					Clothing		Clothing-Clothing Worn		29 Alpha		BK02	NO AJIS ACCESS
2.850		1-17ANS							Medprob-Special Medical Prob		17 Alpha		BK02	NO AJIS ACCESS
2.852		2N							Age-Age		2 Numeric		BK01	BK07
2.858		1-8AN					Vehlic		Vehicle Lic Number		1-8 Alpha/Numeric Cannot be Unk, Unku, Unknown		BK01	IC01
2.859		2A					Vehlicst						BK01	IC01
2.860		43ANS					Vehicdisp		Location of Vehicle				BK02	NO AJIS ACCESS
2.861		1-15A					Arroff		Arresting Officer Lst Nm		15 Alpha and space		BK01	NO AJIS ACCESS
2.862		1A					Arrofffi		Arresting Officer F.I		1 Alpha		BK01	NO AJIS ACCESS
2.863		1A					Arroffmi		Arresting Officer M.I		1 Alpha		BK01	NO AJIS ACCESS
2.864		5-6AN					Arroffid		Arresting Officer Emp ID		5-6 (lasd 6 num char: Lapd 5 alpha/num)		BK01	NO AJIS ACCESS
2.865		1-15A					Bkoff		Booking Officer Lst Nm		1-15 Alpha and space		BK01	NO AJIS ACCESS
2.866		1A					Bkofffi		Booking Officer F.I.		1 Alpha		BK01	NO AJIS ACCESS
2.867		1A					Bkoffmi		Booking Officer M.I		1 Alpha		BK01	NO AJIS ACCESS
2.868		5-6AN					Bkoffid		Booking Officer Emp ID		5-6 (lasd 6 num char: Lapd 5 alpha/num)		BK01	NO AJIS ACCESS
2.869		1-15A					Srchoff		Searching Officer		1-15 first character has to be alpha		BK03	NO AJIS ACCESS
2.870		1A					Srchofffi		Searching Off F.I		1 Alpha		BK03	NO AJIS ACCESS
2.871		1A					Srchoffmi		Searching Off M.I		1 Alpha		BK03	NO AJIS ACCESS
2.872		5-6AN					Srchoffid		Searching Off Emp ID		5-6 (lasd 6 num char: Lapd 5 alpha/num)		BK03	NO AJIS ACCESS
2.873		1-15A					Troff		Transoff-Transporting Off Lst Nm		1-15 first character has to be alpha		BK03	NO AJIS ACCESS
2.874		1A					Trofffi		Transoff-Transporting Off F.I		1 Alpha		BK03	NO AJIS ACCESS
2.875		A1					Troffmi		Transoff-Transporting Off M.I		1 Alpha		BK03	NO AJIS ACCESS
2.876		5-6AN					Troffid		Transoff-Transporting Off Empl		5-6 (lasd 6 num char: Lapd 5 alpha/num)		BK03	NO AJIS ACCESS

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.877		6NDF					Dobk/today		Today-Date Booked		8 MWDDYY	w/m 90 days of date of arrest	BK01	NOT EDITABLE
2.878		4N					Tobk/now		Now-Time Booked		4 HHMM	military time	BK01	NOT EDITABLE
2.880		4N					Toa		Time of Arrest		4 HHMM	military time	BK01	NOT EDITABLE
									Emergency Set					
2.891		1-15A					Enhname		Emergname-E N Last Name		1-15 first character has to be alpha		BK02	IC01
2.892		1-12A					Enframe		Emergfh- E N First Name		1-12 first char has to be alpha		BK02	IC01
2.893		1-10A					Enadrh		Emergsr- E N Street Number		1-10 Alpha/numeric & slash		BK02	IC01
2.894		1-2A					Enadrh		Emergsd- E N Street Direction		1-2 Alpha		BK02	IC01
2.895		20AN					Enadrn		Emergadd- E N Street Name		20 Alpha/numeric and space		BK02	IC01
2.896		1-5ANS					Enadra		Emergan- E N Apartment Number		1-5 Alpha/numeric/special cha		BK02	IC01
2.897							Enadrc		Emergcity- E N City		1-20 Alpha and space		BK02	IC01
2.898							Enadrs		Emergst- E N State		1-2 Alpha		BK02	IC01
2.899							Enadrz		Emergzlp- E N Zip		5 numeric		BK02	IC01
2.900							Enrel		Emergrl- E N Relation		1-15 Alpha and space		BK02	IC01
2.901							Enadrp		Emerghome- E N Home Phone		10 numeric		BK02	IC01
2.902							Enbusp		Emerghomeb- E N Business Phn		10 numeric		BK02	IC01
2.903							Cashret		Cashret-Cash Retained		5 Dollars and cents in format NN.NN. Has to be 40.00 or l		BK03	NO AJIS ACCESS
2.904							Propret1		Property Retained1		55 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.905							Propret2		Property Retained2		72 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.906							Cashdep		Cash Deposited		9 Dollars and cents in format NNNNNN.NN		BK03	NO AJIS ACCESS
2.907							Propdep1		Property Dep Ln 1		55 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.908							Propdep2		Property Dep Ln 2		72 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.909							Propdep3		Property Dep Ln 3		50 Alpha/numeric/special char		BK03	NO AJIS ACCESS
2.910							Marital		Marital Status		1 Alpha		BK02	IC01
2.911							Deps		Dependents		2 Numeric		BK02	IC01
2.912							Unusoc		Unusual Occurance		1 Alpha Y/N	DOJ ONLY		
2.913							Artrass		Arrest Disposition Assign		4 Numeric	??	BK01	NOT EDITABLE
2.914							Ballamt		Total Bail Amount		4-11 Dollars and cents format NNNNNNNN.NN set to no bail if total is 0.00		BK01	BK07
2.922							ChBail		Chbail-1-Case Bail/Arrest Ch Bail1				BK01	BK07
2.923									Chover1-Charge override indicator				BK01	BK04
2.924									Chccode-Court Code 1				BK01	BK04
2.925							Chcdatet1		Court Date(charge 1)		2-4 Alpha/numeric CCODE		BK01	BK04

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AIJS CREATE	AIJS UPDATE	
2.926							Chctime1		Court Time		4 numeric HHMM military time		BK01	BK04	
2.927							Chwcase1		Chw Case (charge1)		1-13 Alpha/numeric		BK01	BK07	
2.928							Chwtype1		Warrant Type (charge1)		1 Alpha. Value from Wkype		BK01	BK07	
2.929							Chck1		Name Check (charge 1)		5 Alpha/numeric and space		BK01	BK04	
2.930							Chcws		CWS Indicator (charge 1)		1 Alpha Y/N		BK01	BK04	
2.931							Stat2						BK01	NO AIJS ACCESS	
2.932							Lit2						DOJ ONLY	NO AIJS ACCESS	
2.933							Bktc2						DOJ ONLY	NO AIJS ACCESS	
2.934							Bkt12						DOJ ONLY	NO AIJS ACCESS	
2.935							Toc2						BK01	BK04	
2.936							Noc2						DOJ ONLY	NO AIJS ACCESS	
2.937							CJIS/AIJS						DOJ ONLY	NO AIJS ACCESS	
2.938							Chball2						BK01	BK04	
2.939							Chover2						BK01	BK04	
2.940							Chccode						BK01	BK04	
2.941							Chcdat2						BK01	BK04	
2.942							Chctime2						BK01	BK04	
2.943							Chwcase2						BK01	BK04	
2.944							Chwtype2						BK01	BK04	
2.945							Chck2						BK01	BK04	
2.946							Chcws2						BK01	BK04	
2.996							CID2								
2.947									2.947 thru 2.962 Charge 3				2.997 CID 3	BK01	BK04
2.963									2.963 thru 2.977 Charge 4				2.998 CID 4		
2.979									Not Applicable in record from ACMS					N/A	N/A
2.983							Qua1s1		Qua Statute (Charge1)		Value from Qua. Alpha/numeric/special char . () -		DOJ ONLY	NO AIJS ACCESS	
2.984							Qua1s2		Qua Statute (Charge1)		Value from Qua. Alpha/numeric/special char . () -		DOJ ONLY	NO AIJS ACCESS	
2.985							Qua1s3		Qua Statute (Charge1)		Value from Qua. Alpha/numeric/special char . () -		DOJ ONLY	NO AIJS ACCESS	
2.986									2.986 thru 2.988 Charge2				DOJ ONLY	NO AIJS ACCESS	
2.989									2.989 thru 2.991 Charges3				DOJ ONLY	NO AIJS ACCESS	
2.992									2.992 thru 2.994 Charge4				DOJ ONLY	NO AIJS ACCESS	
									Notification Set	20 Occurrences					
									Destination						
									Type of Response						

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
									Type of Search Requested					
									Address					
									Sender					
									RESULT					
2.801									AJIS Failure			Transaction request result	N/A	
2.802		6							AJIS Connection failure			AJIS Connection failure	N/A	N/A
2.803		6			LSIREQ				Type of LSI request			6 always update (for LS)	N/A	
2.804		6			AJISROUTE				Type of action in AJIS			6 always update (for LS)	N/A	
2.800		10ANS							MINN- Main Number			1-10 Alpha/Numeric/Special Char.		
2.805		1-10ANS							BKN - Booking Number			1-10 Alpha/Numeric Special Char		
2.809		10N			2.171		SOC		Social Security Number	10 occurrences	10 Numeric			
2.810		5-16ANS			2.173		MINU		Miscellaneous ID Numbers	5 occurrences	5-16 Alpha/Numeric/Special Char	2.810 for ALIEN number only for LASD)	BK02***	NO AJIS ACCESS
2.816		1-16A							LAST-Last Name			Space and hyphen allowed but not at beginning or end	BK-10	NOT EDITABLE
2.817		1-16A							FIRST-First Name				BK-10	NOT EDITABLE
2.818		1-12A							MID - Middle Name				BK-10	NOT EDITABLE
2.819		1-3A							SUF-Suffix Name			1, II, IV, V, VII, IX, X, XI, XII, XIV, XV, XVI, XIX, XX, XXI, XXV, XXX, JR, SR	BK-10	NOT EDITABLE
2.820		1-16A							AKL-AKA Last			2.824 BK05	BK01	NO AJIS ACCESS
2.821		1-16A							AKF-AKA First			2.825 -BK05	BK01	NO AJIS ACCESS
2.822		1-12A							AKM-AKA Middle			2.826 -BK05	BK01	NO AJIS ACCESS
2.823		1-3A							AKS-AKA Suffix			2.827 -BK05	BK01	NO AJIS ACCESS
2.824		1-16A							AKL-AKA Last 2			2.824 BK05	BK01	NO AJIS ACCESS
2.825		1-16A							AKF-AKA First 2			2.825 -BK05	BK01	NO AJIS ACCESS
2.826		1-12A							AKM-AKA Middle 2			2.826 -BK05	BK01	NO AJIS ACCESS
2.827		1-3A							AKS-AKA Suffix 2			2.827 -BK05	BK01	NO AJIS ACCESS
2.828		1-20ANS							ADRH -House Number			SPECIAL CHAR IS -	BK01	IC01
2.829		1-2AN							ADDRD-Direction				BK01	IC01
2.830		1-20ANS							ADDRN-Street Name				BK01	IC01
2.831		1-5ANS							ADRA-Apartment Number				BK01	IC01
2.832		1-20ANS							ADRC-ADR City				BK01	IC01
2.833		1-20ANS							ADRS-ADR State				BK01	IC01
2.834		5N							ADRZ-ADR Zip				BK01	IC01
2.836		2N					Adry		ADRY-Years at Address				BK02	IC01

TYPE 2 DATA

LA Field	Dupe LA Field	LA Size	FBI Field	FBI Size	DOJ Field	DOJ Size	MINE	XML	FIELD NAME	OCCURRENCES	DOJ FIELD SIZE	COMMENTS	AJIS CREATE	AJIS UPDATE
2.837	2.162-10	2N							ADRM-Months at Address		1-2 Numeric		BK02	IC01
2.838	2.154	1A			2.154		SEX		Gender		1 Alpha		BK01	BK07
2.839	2.155	1A			2.155		RAC		Race		1 Alpha		BK01	BK07
2.840	2.032	3A	2.032		2.032		HAI		Hair Color				BK01	BK07
2.841	2.156	3A			2.156		EYE		Eye Color		3 Alpha			
2.842	2.165	3N			2.165		HGT		Height		3 Numeric		BK01	BK07
2.844		2-10A							SMTC-SMT Code 1			Alpha: Value from SMT code		
2.845		2-10A							SMTC-SMT Code 2			Alpha: Value from SMT code		
2.846		2-10A							SMTC-SMT Code 3			Alpha: Value from SMT code		
2.847		2-10A							SMTC-SMT Code 4			Alpha: Value from SMT code		
2.851	2.153	8NDF			2.153		DOB		Date of Birth	10 occurrences	8 Numeric	MMCCYYDD FOR LA NIST	BK01	BK07
2.853	2.159-1	2A							CTZC-CTZ Code		2 Alpha	DOJ - ONLY	****	
2.854	2.158-1	2A							POB-PB State		2 Alpha		BK01	IC01
2.855	2.158-2	1-20ANS							CTY-PB City		1-20 Alpha/Numeric/Special Char		BK01	IC01
2.856	2.172	8AN			2.172		CDL		CA Driver's License	5 occurrences	8 Alpha/Numeric		BK01	IC01
2.881	2.164	1-25ANS			2.164		OCC		Occupation	5 occurrences	1-25 Alpha/Numeric/Special Char () , \$ " +	for AJIS 1-25 Alpha/numeric/special char ()	BK02	IC01
2.882	2.163-1	1-36ANS							EMP-Employer		1-36 Alpha/Numeric/Spec Char: - () * " = + \$		BK02	IC01
2.883	2.163-2	1-10ANS							EMPA-Street Number		1-10 Alpha/Numeric/Spec Char: -		BK02	IC01
2.884	2.163-3	1-2AN							EMPD-Emp Direction		1-2 Alpha		BK02	IC01
2.885	2.163-4	1-20ANS							EMPN-Emp Street		1-20 Alpha/Numeric/Special Char: - , ' ()		BK02	IC01
2.886	2.163-5	1-5NS							EMPO-Office Number		1-5 Alpha/Numeric/Special Char: - , #		BK02	IC01
2.887	2.163-6	1-20ANS							EMPC-Emp City		1-20 Alpha		BK02	IC01
2.888	2.163-7	2A							EMPS-Emp State		2 Alpha		BK02	IC01
2.889	2.163-8	5N							EMPZ-Emp ZIP		5 Numeric		BK02	IC01
2.890	2.163-10	5-24ANS							EMPP-Emp Phone		5-24 Alpha/Numeric/Special Char		BK02	IC01

ATTACHMENT A.11

ABSM OVERVIEW

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

ABSM Overview

Business Need:

LASD has streamlined its booking process by allowing LE officers, while in the field, to begin a subject's booking. This process is called Automated Booking System (ABS) – a browser-based application where LE officers can access ABS on any LE agency provided computer device within the LASD network and PAC50 Network. ABS interfaces with the current Livescan system. ABS is presently supported and maintained by a vendor other than the existing Livescan vendor.

Since preliminary field bookings are closely associated to the more prevalent livescan device bookings at the LE agency locations, the CBS Solution will combine both functionalities. Field booking functionality will be a fully integrated software module within the CBS Solution and named Automated Booking Solution Module (ABSM).

All LASD LE locations will use ABSM. Other County LE agencies may use ABSM, at their choosing.

ABSM Functionality Overview:

Notwithstanding the ABSM functional requirements in Section 27.0 (Automated Booking Segment (ABS) Module) of Attachment A.2 (Solutions Requirements) of Exhibit A (Statement of Work), ABSM includes the following:

1. Assigns a unique transaction number to each newly created record and associates a Booking Number to that record;
2. Allows retrieving an existing booking record (initiated from ABSM, a Livescan device, and/or LE agency's RMS) with their assigned Booking Number, for editing and saving;
3. Allows LE officer to complete booking form(s), based on criminal charges (aka, Criminal Type Of Transaction (CRM TOT)) identified for the subject, with the option to add additional or remove charges, automatically modifying the relevant booking forms;
4. Auto-saves a partially completed booking record when moving from one screen field to the next and, when required, every thirty seconds within the same field;
5. Software allows capturing the subject's biometric (i.e., fingerprint(s)) while in the field and attaching the biometric to the booking record, and matches that biometric captured in the field during the full booking process at the Livescan device. Hardware for biometric capture is not included at this time;
6. Fully integrates with the CBS software on the Livescan devices so that any booking record can be created, edited and saved by either means (ABSM or Livescan) and, once saved, accessible by either means for additional editing;
7. Includes a LE agency-specific tiered electronic approval workflow, as described in Requirement number 27.4 of Attachment A.2 (Solutions Requirements) of Exhibit A (Statement of Work);
8. Upon both a final booking record approval and Livescan confirmation from DOJ, CBS Solution converts the final booking forms to TIFF format for a) viewing within the ABSM and Livescan software and b) exporting to LASD's document library system named SECDA (Sheriff's Electronic Criminal Document Archive) (see Section 2.1 of

Attachment A.3 (System Interface)). Other LE agencies, at their choosing, may have their final booking forms exported to their Enterprise Content Management (ECM) document library application in either TIFF or PDF;

9. Includes System Administration functionality for the approval workflow process at each station/LE location (Watch Sergeant or other sworn staff, as determined by that station/LE location); and
10. Provides statistical reporting on user activity that occurred in ABSM.

ATTACHMENT A.12

SAMPLE CBS GRAPHIC INTERFACE

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

Charge Entry Screen

Book Type (dropdown)

Counts (default 1, entry)

Is this an Open Charge or Warrant Arrest (dropdown)

Charge Level (dropdown)

Charge Code (dropdown)

Manual Charge Code if Not Listed (pop out screen)

Qualifier (dropdown, select up to 3, charge code automatic fill)

Date of Offense (Default current date, Calendar)

Additional Data (pop out screen)

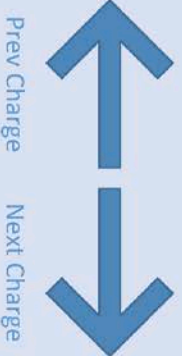
Court (dropdown)

Court Date(pop out screen)

CourtTime (default, entry)

Bail (pop out screen)

Help



Add Additional Charge

Done

Manual Charge Entry

Charge Code (entry)

Charge Code Type
(dropdown)

Charge Description (entry, 25 char.)

Help

Done

Additional Arrest Data

Type (dropdown)

Arr Agy, Cite, Court Case, or Warrant Number

Help

Done

Select Court Date

1 Court Date (Warrants)

2 Court Dates (Open Charges)

30-day (Cite)

60-day (Cite)

90-day (Cite)

Select Custom Court Date (Calendar)

Help

Done

Choose Bail

Default (Display Amount)

All Other Felony

All Other Misdemeanor

Enter Custom Bail (entry)

Felony Bail Schedule

Misdemeanor Bail Schedule

Help

Done

Confirm Charges

Primary Arrest Charge

Display Charge code / code type / charge description

Edit

Move

Delete

Additional Charges

Display Charge code / code type / charge description

Edit

Move

Delete

Display Charge code / code type / charge description

Edit

Move

Delete

Display Charge code / code type / charge description

Edit

Move

Delete

Display Charge code / code type / charge description

Edit

Move

Delete

Display Charge code / code type / charge description

Edit

Move

Delete

Notes (not on screen):

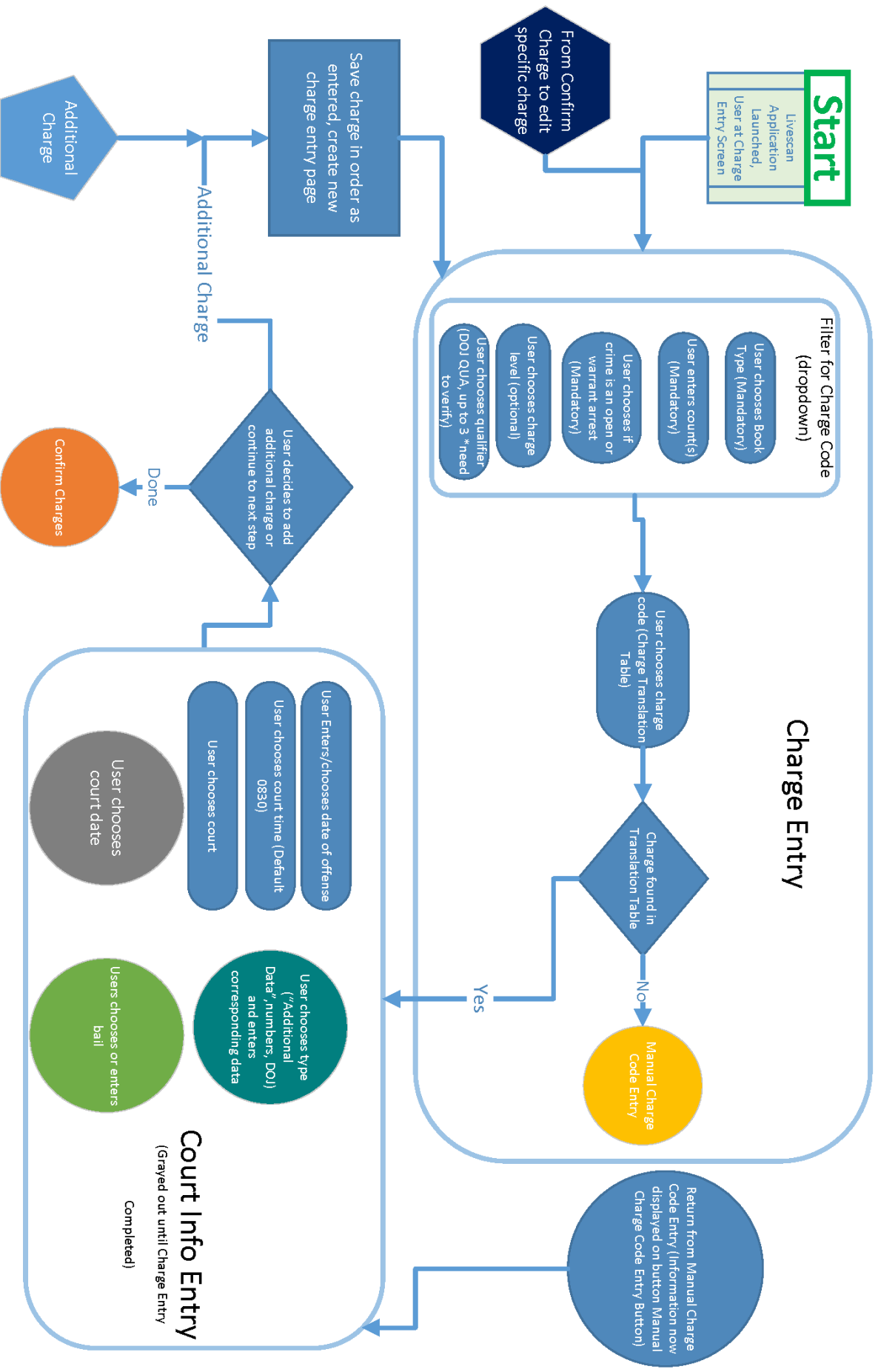
List additional charges, display only what has been entered.
Do not show empty charge lines

Allow Users to drag charges to re-order or move as primary arrest charge

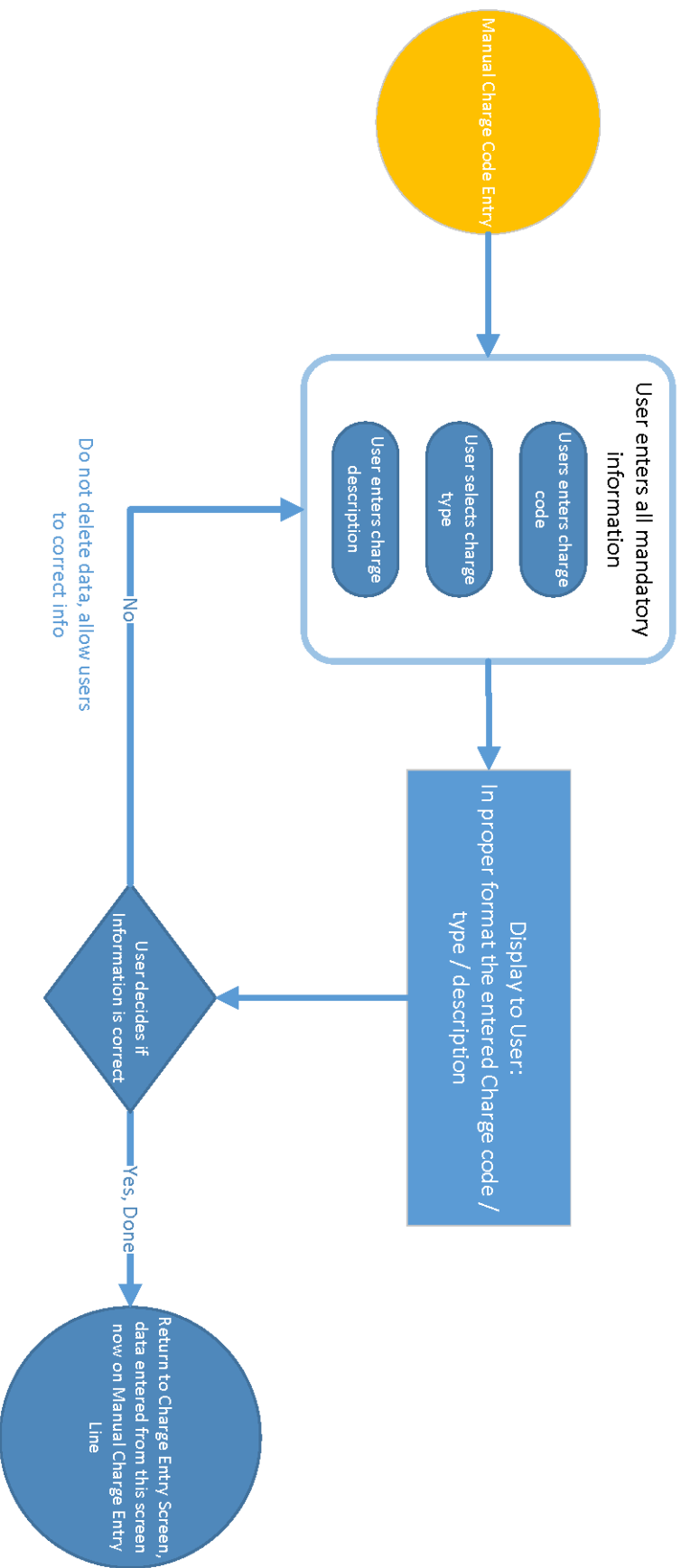
Add Additional Charge

Done

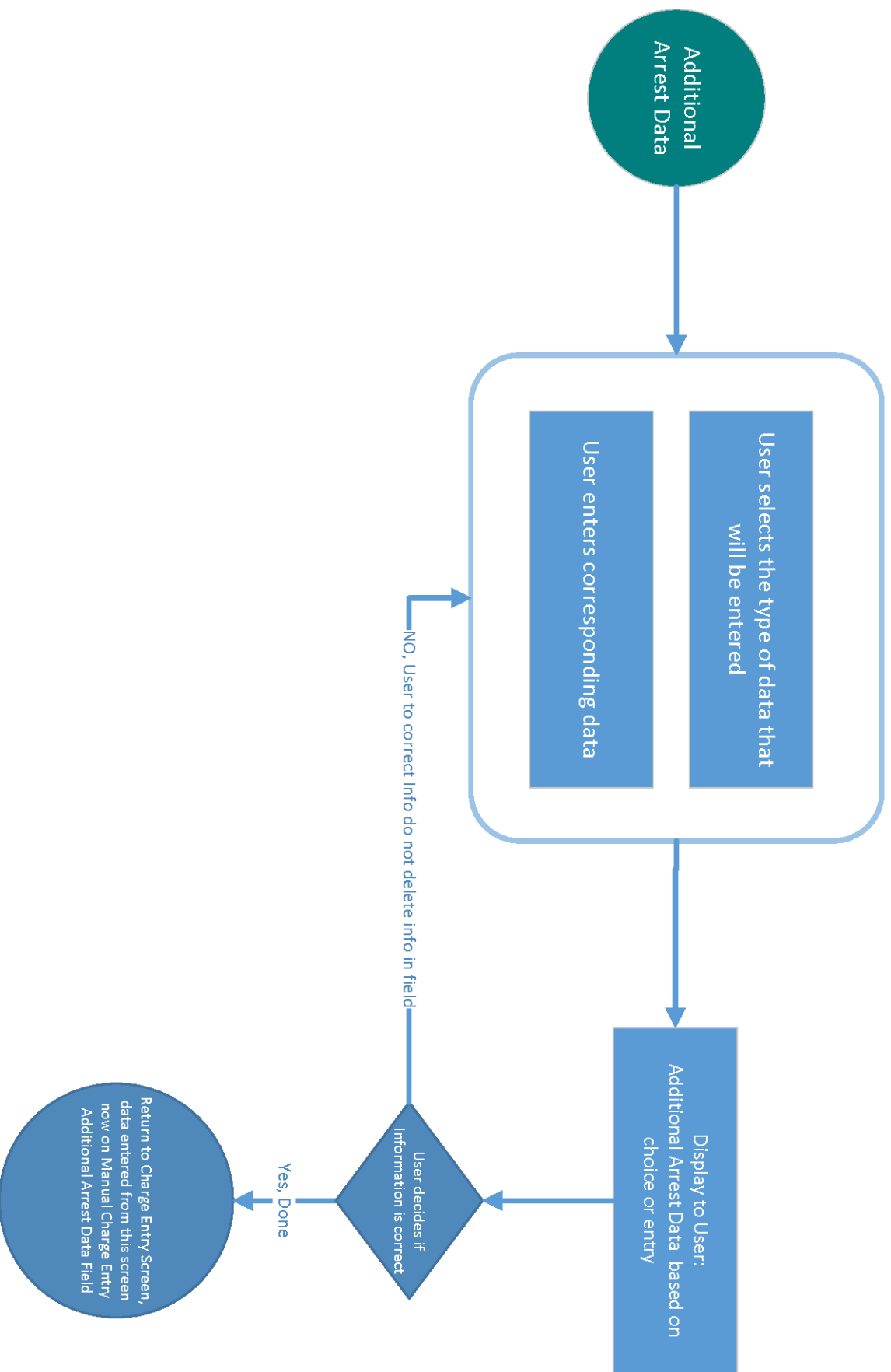
Charge Field Display



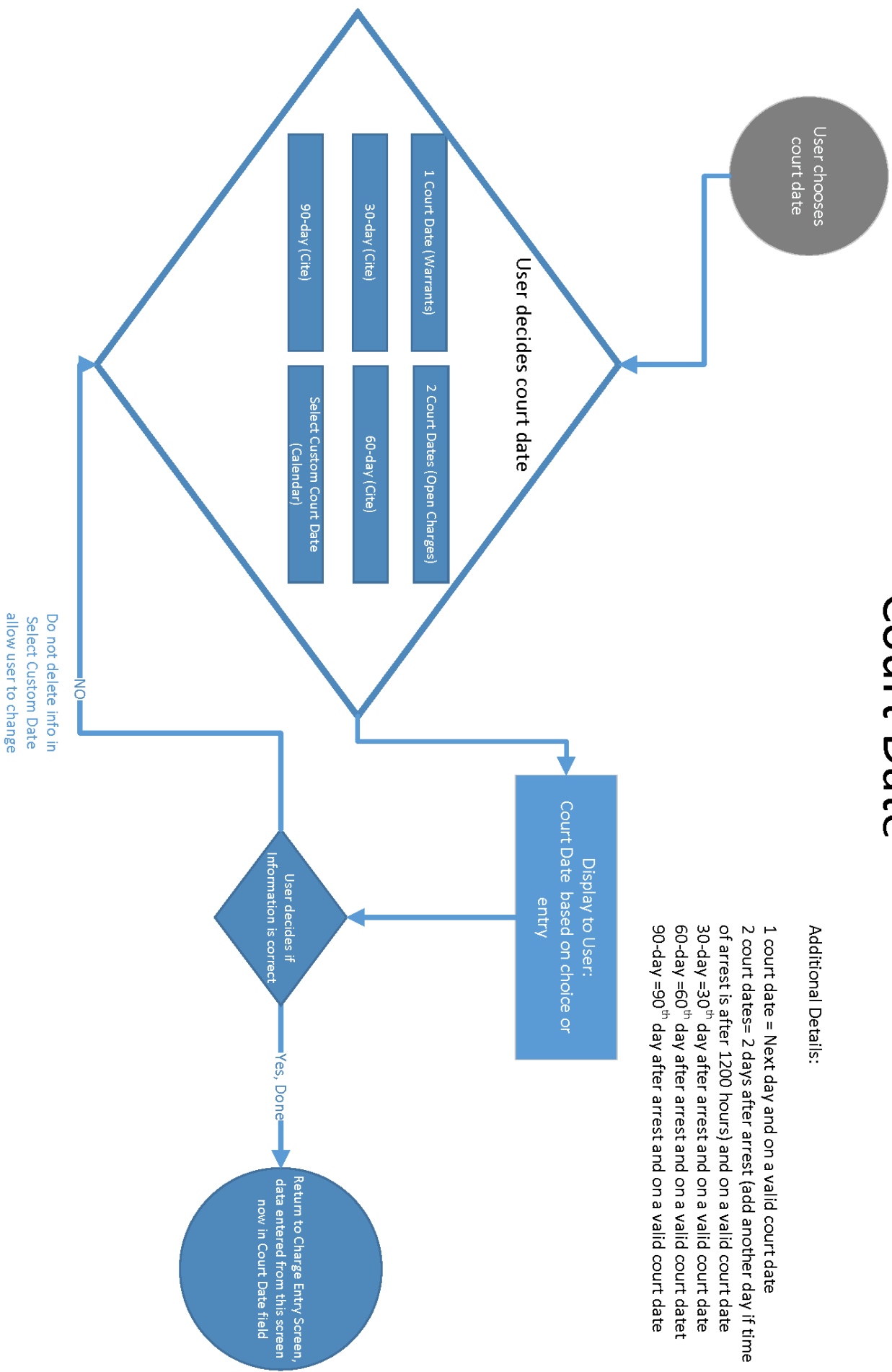
Manual Charge Entry



Additional Arrest Data



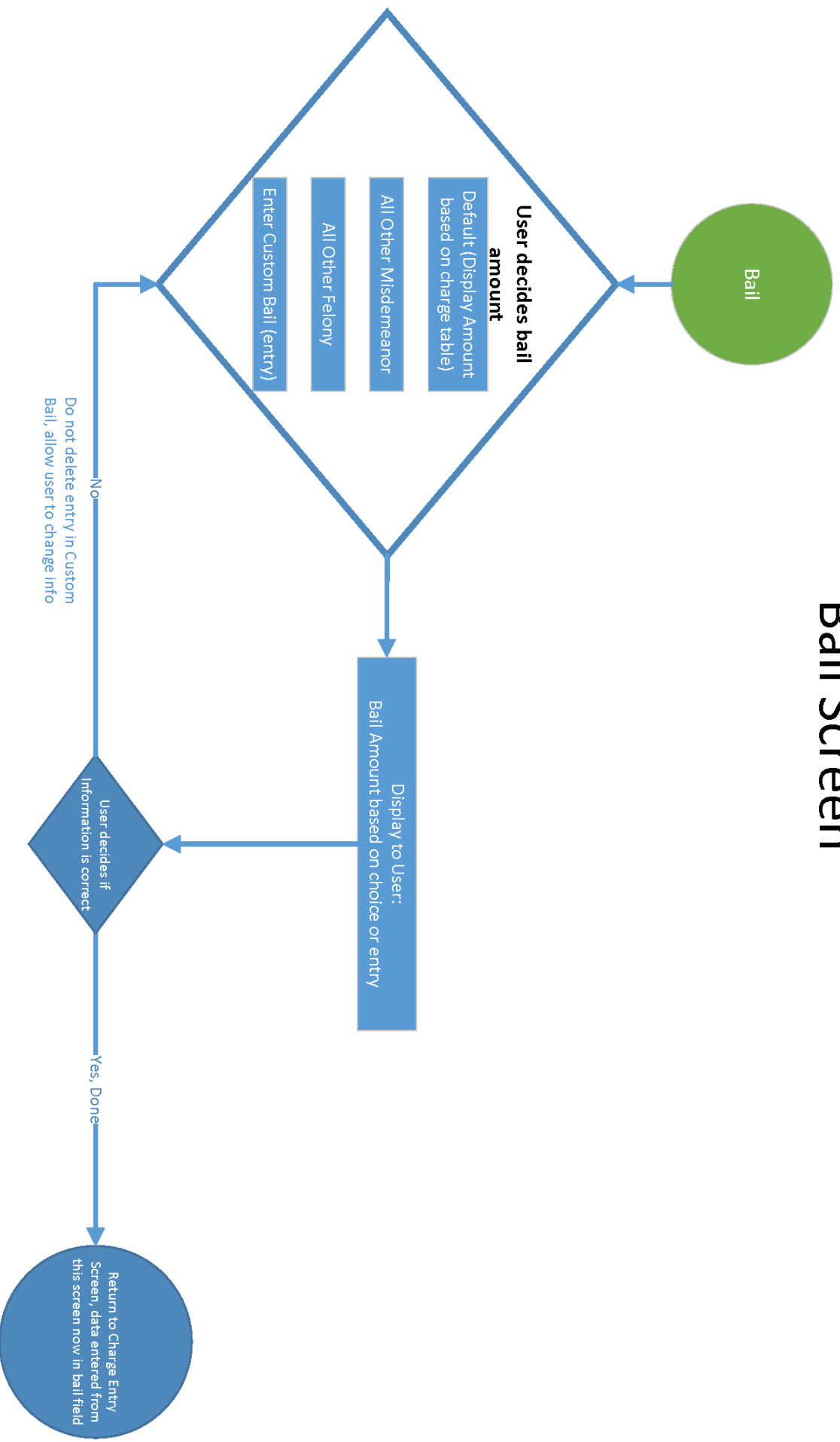
Court Date



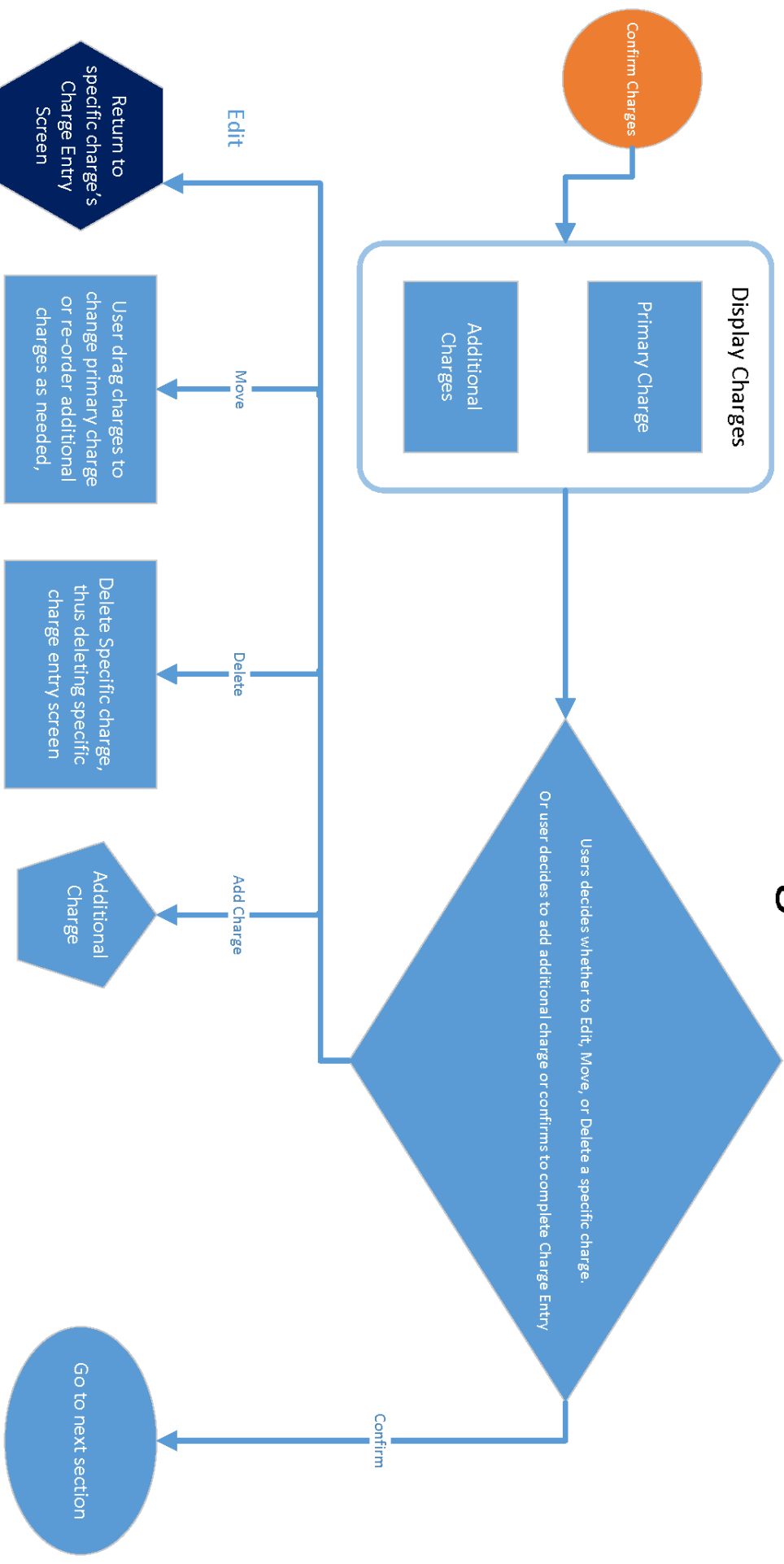
Additional Details:

- 1 court date = Next day and on a valid court date
- 2 court dates= 2 days after arrest (add another day if time of arrest is after 1200 hours) and on a valid court date
- 30-day =30th day after arrest and on a valid court date
- 60-day =60th day after arrest and on a valid court date
- 90-day =90th day after arrest and on a valid court date

Bail Screen



Confirm Charges



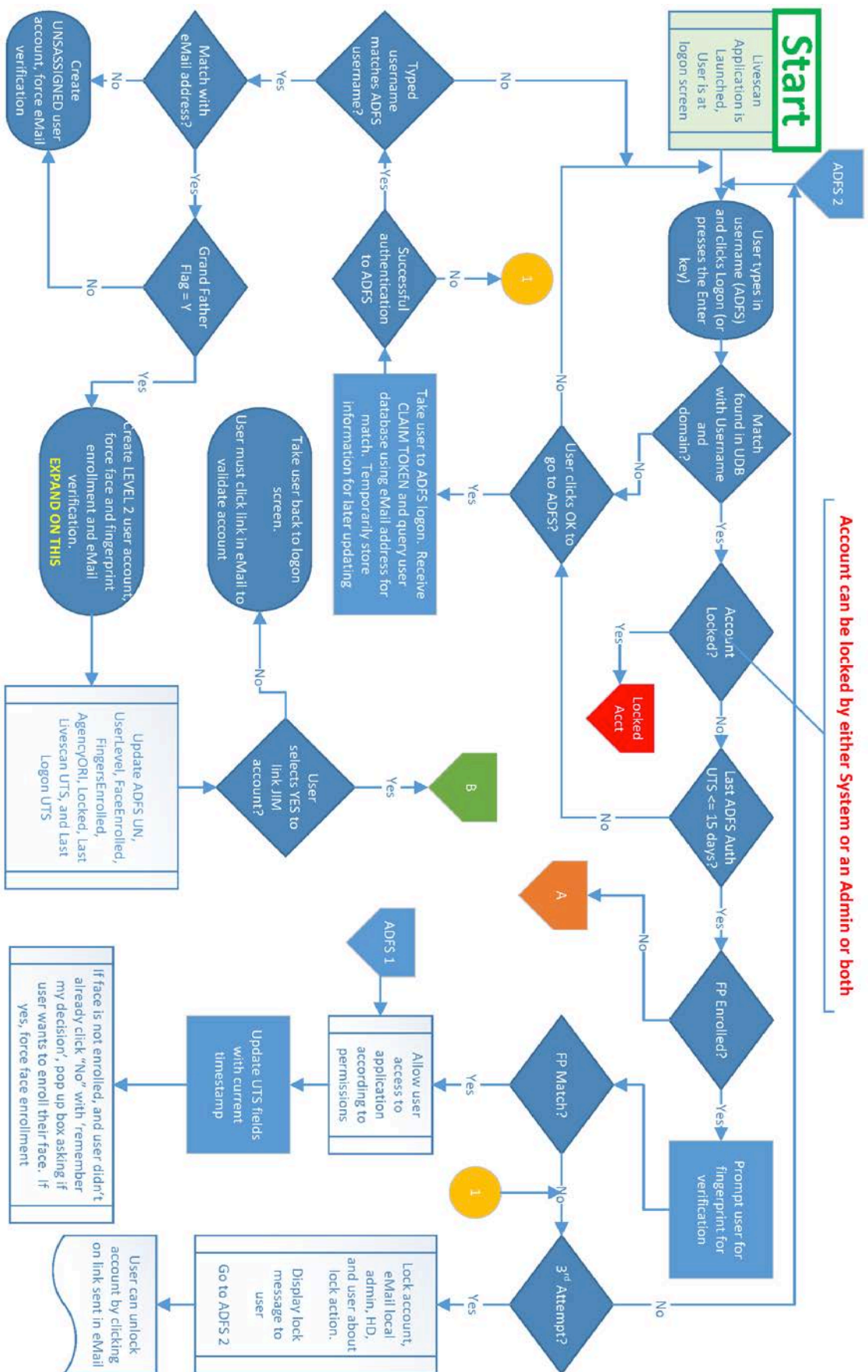
ATTACHMENT A.13

**SAMPLE CBS – ABSM LOGIN AND TIERED BOOKING
APPROVAL WORKFLOW**

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

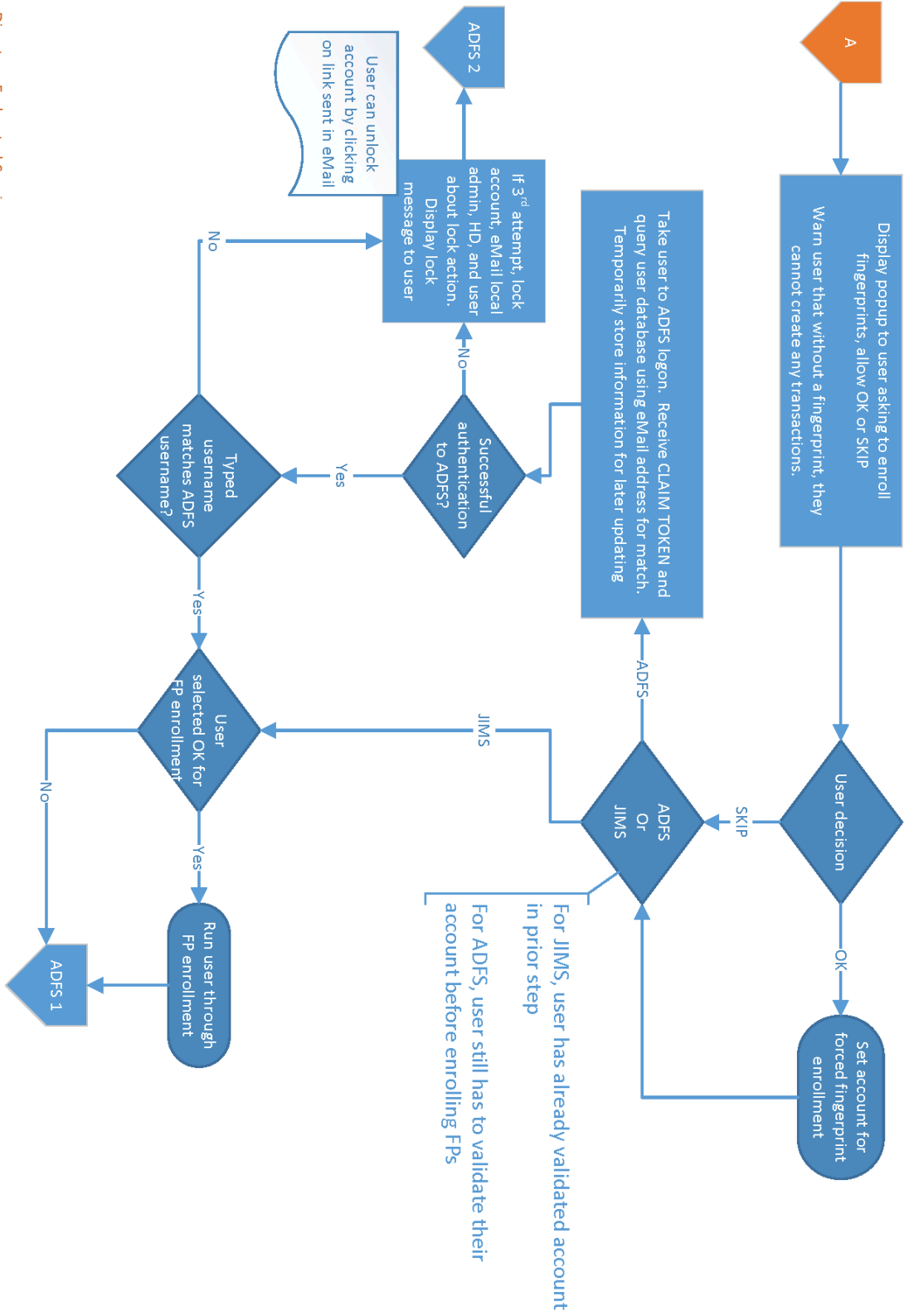
ADFS Livescan Logon Workflow



Account can be locked by either System or an Admin or both

ADFS = Active Directory Federated Services
 UDB = CBS User Database (UDB) managed by LACRIS
 UTS = Unix Time Stamp
 FP = Fingerprint
 HD = Help Desk (LACRIS)

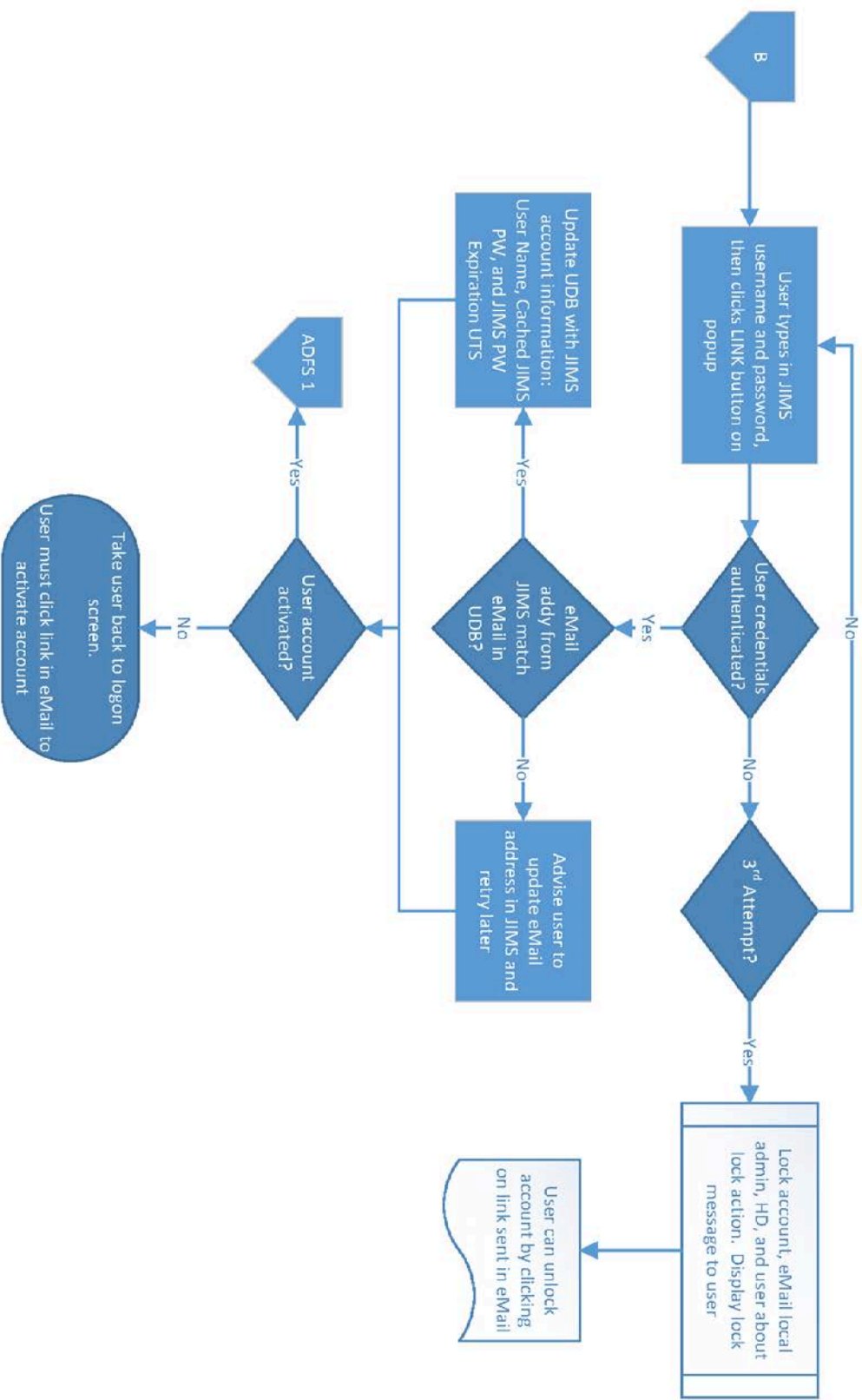
ADFS Username Match, No Fingerprint(s) Enrolled Workflow



ADFS = Active Directory Federated Services
 UDB = CBS User Database (UDB) managed by LACRIS
 UTS = Unix Time Stamp
 FP = Fingerprint
 HD = Help Desk (LACRIS)



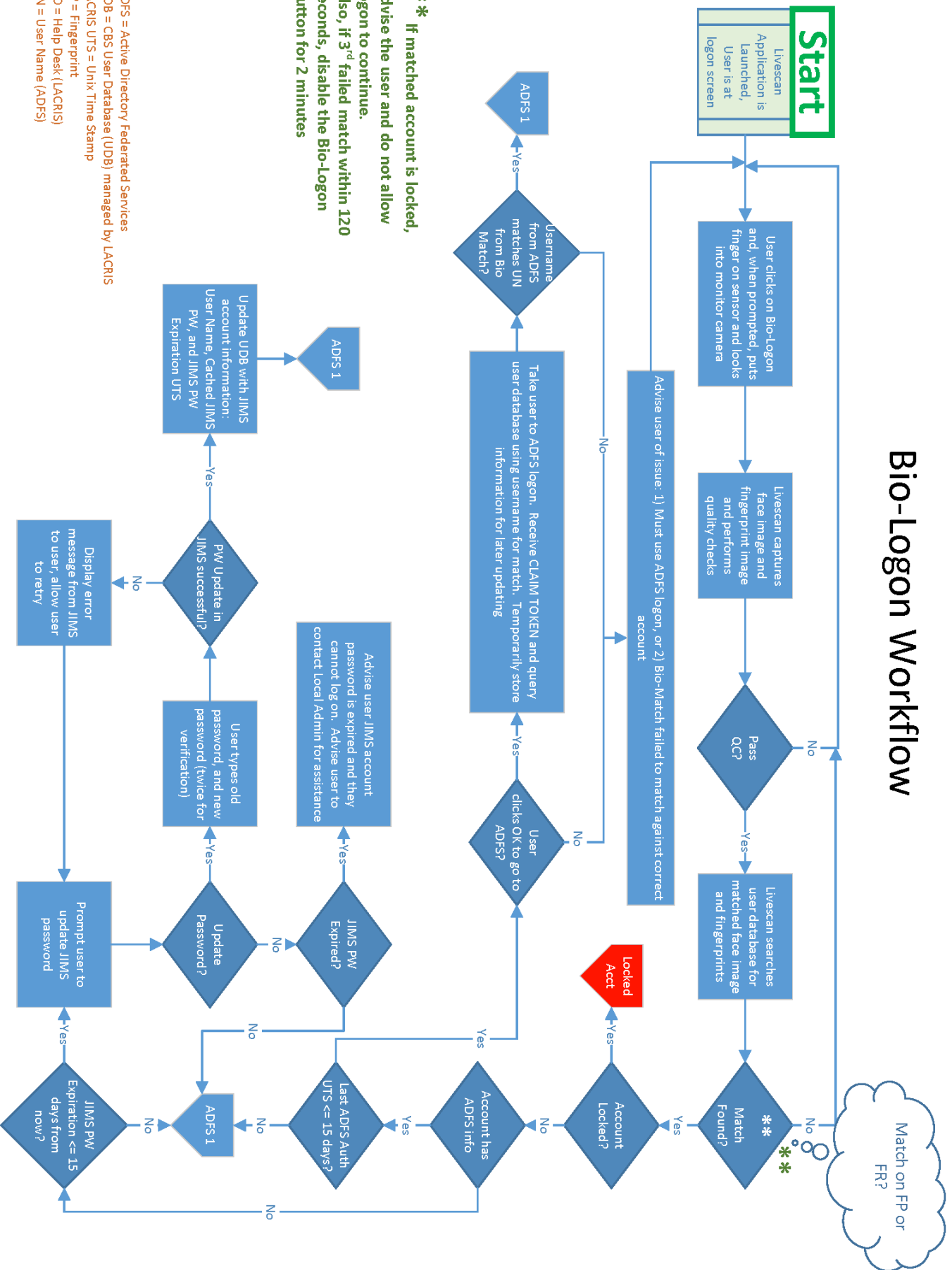
Linking JIMS Account to ADFS in UDB Workflow



ADFS = Active Directory Federated Services
 UDB = CBS User Database (UDB) managed by LACRIS
 UTS = Unix Time Stamp
 PP = Fingerprint
 HD = Help Desk (LACRIS)



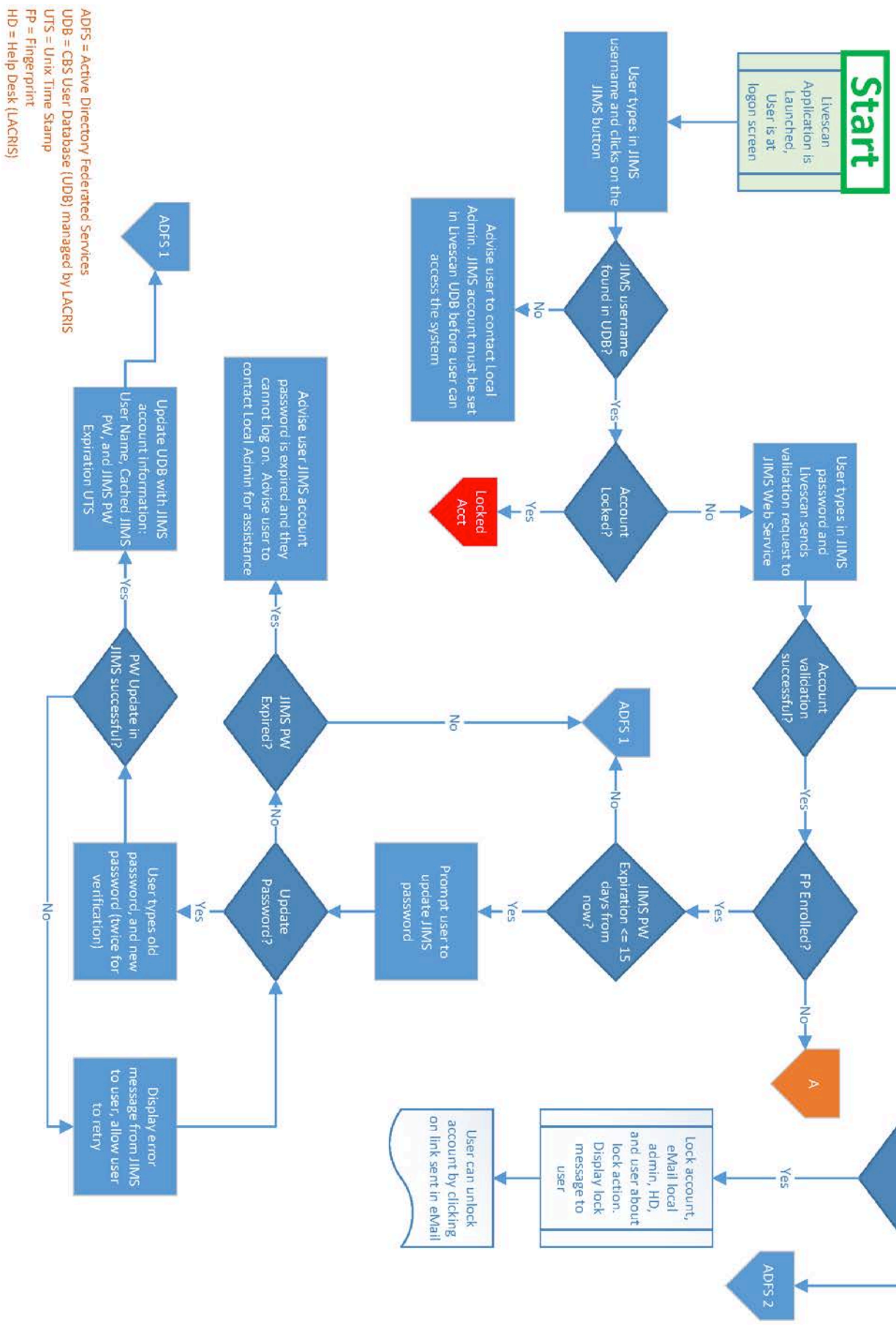
Bio-Logon Workflow



**** If matched account is locked, advise the user and do not allow logon to continue. Also, if 3rd failed match within 120 seconds, disable the Bio-Logon button for 2 minutes**

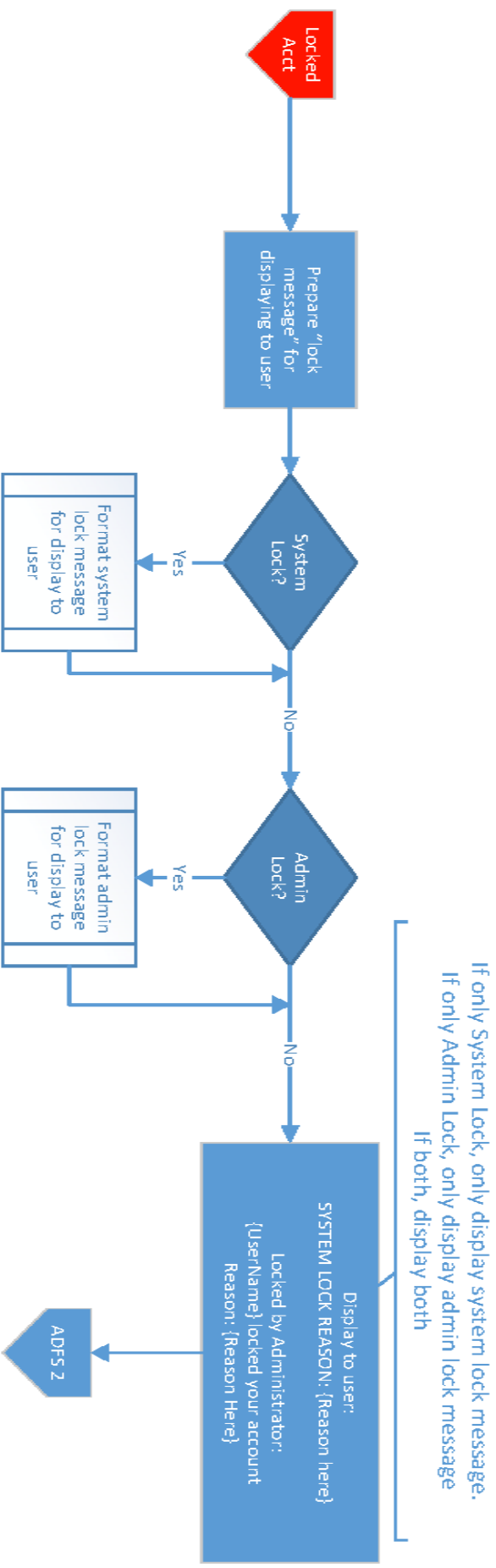
ADFS = Active Directory/ Federated Services
 UDB = CBS User Database (UDB) managed by LACRIS
 LACRIS UTS = Unix Time Stamp
 FP = Fingerprint
 HD = Help Desk (LACRIS)
 UN = User Name (ADFS)

JIMS Logon Workflow



ADFS = Active Directory Federated Services
 UDB = CBS User Database (UDB) managed by LACRIS
 UTS = Unix Time Stamp
 FP = Fingerprint
 HD = Help Desk (LACRIS)

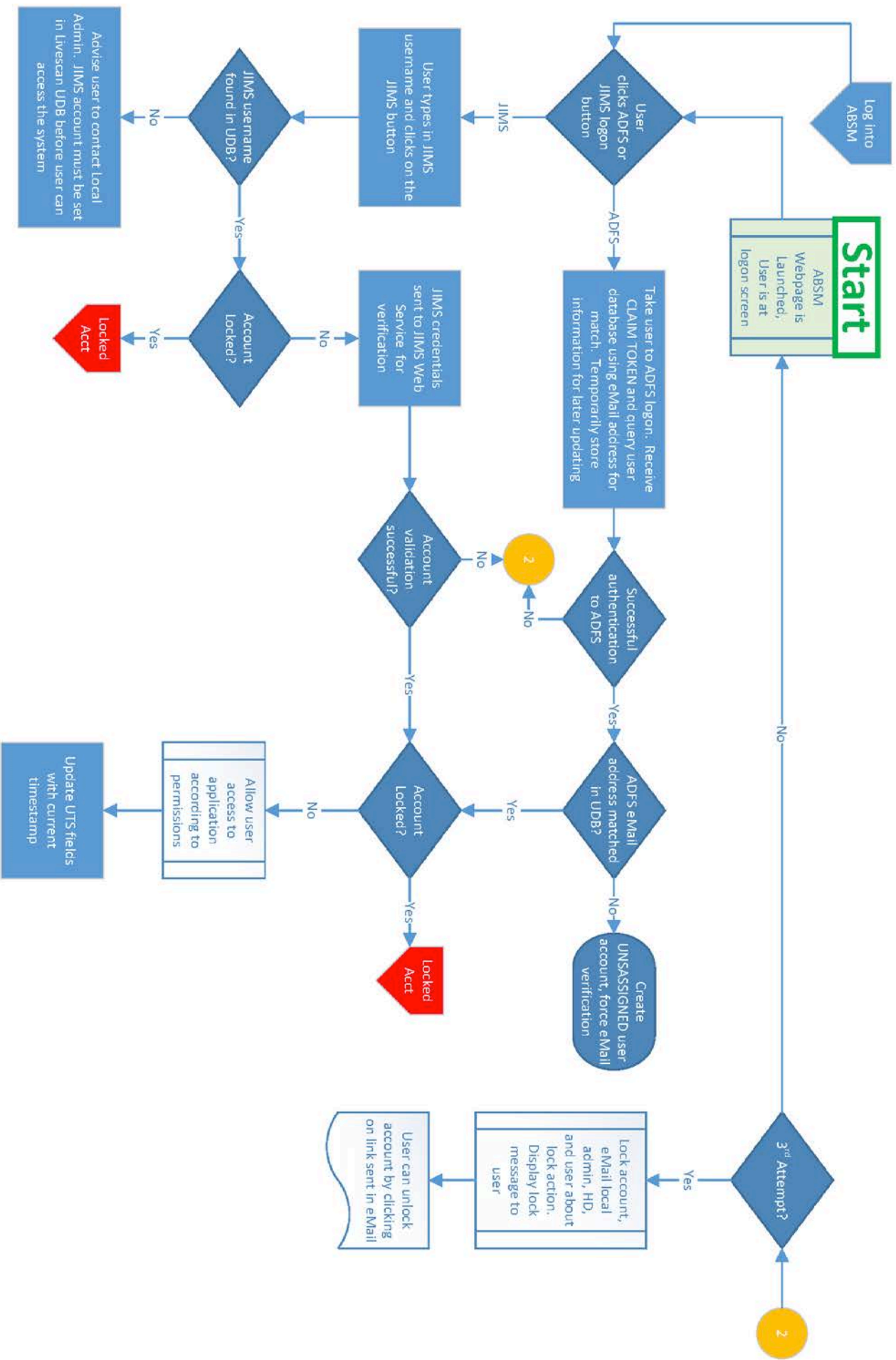
Account Locked Workflow



When an account is locked for a 3rd attempt violation, an eMail will be sent to that user (along with other destinations). The user's eMail they receive will have a hyperlink they can click on which will unlock that account.

If the account is locked for any other reason, only the Help Desk and LACRIS Administrators can unlock their account for system locks, and only the locking administrator can unlock their admin lock (LACRIS Admin and Help Desk can too, but will defer to the user's local administrator)

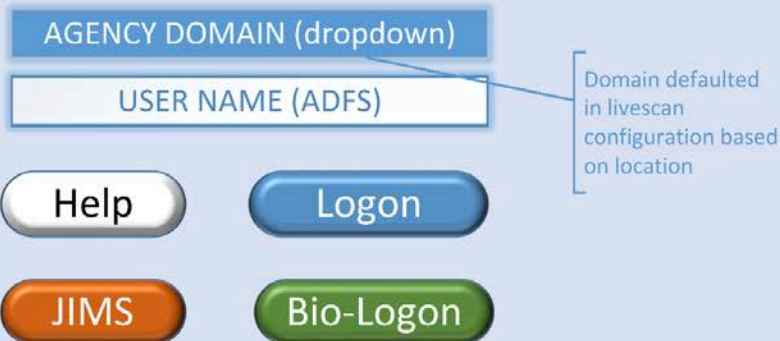
ABS M and Web Docs Logon Workflow



Livescan Logon Screen

Area for logon splash screen (image)
(can be easily changed in the central management server)

Can be the same for the entire county, or different for each region/group. Regions and Groups defined by LACRIS

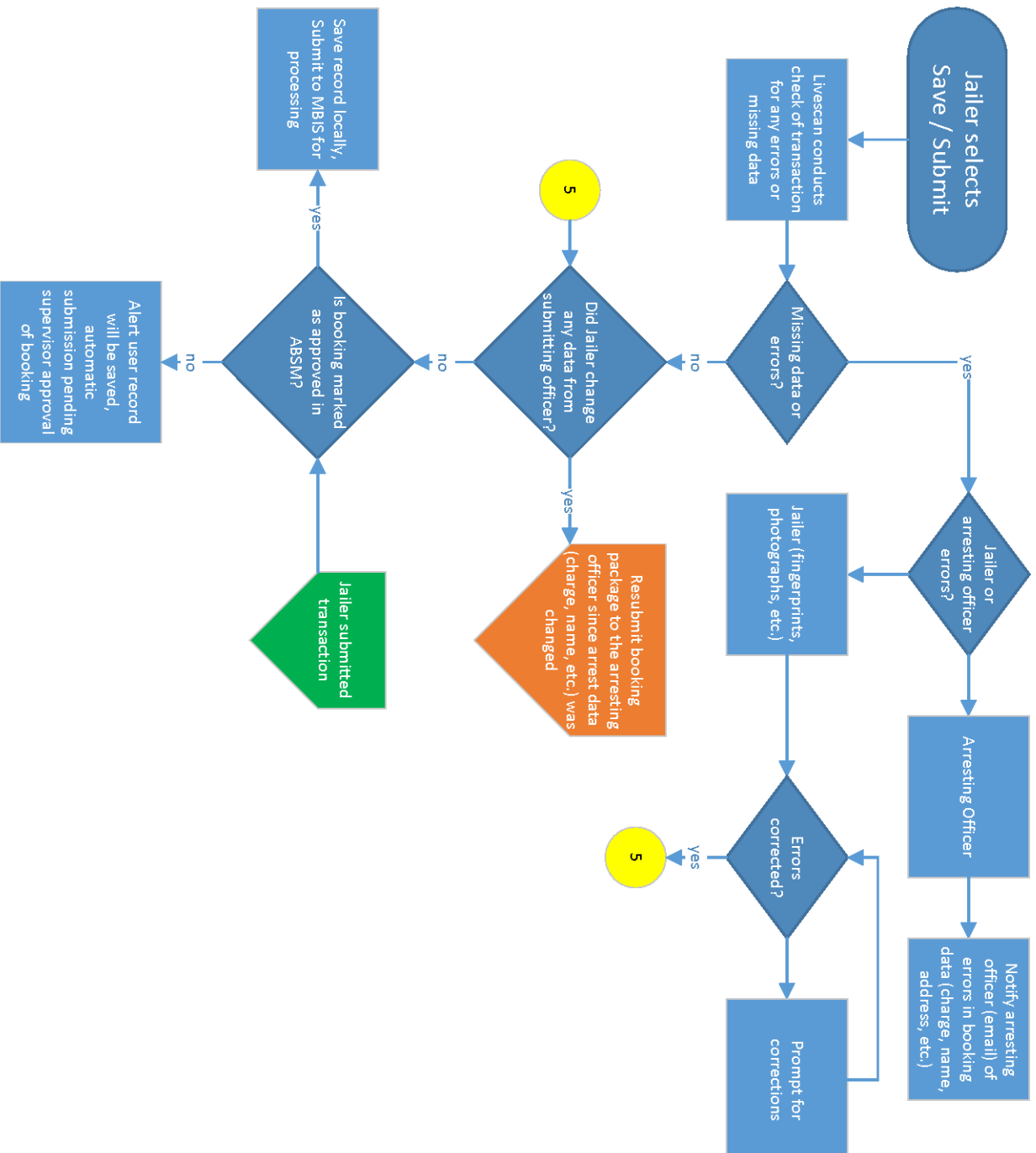


The image shows a mockup of the Livescan Logon Screen. It features a blue header with the text 'Livescan Logon Screen'. Below the header is a large white box containing text about the splash screen area. Underneath this box are four buttons: 'Help' (white with grey border), 'Logon' (blue), 'JIMS' (orange), and 'Bio-Logon' (green). Above the 'Logon' button is a blue dropdown menu labeled 'AGENCY DOMAIN (dropdown)' and a white text input field labeled 'USER NAME (ADFS)'. A blue bracket points from the 'USER NAME (ADFS)' field to a text box that reads 'Domain defaulted in livescan configuration based on location'. Below the buttons is a light blue area for notices, and at the bottom is a footer with page information.

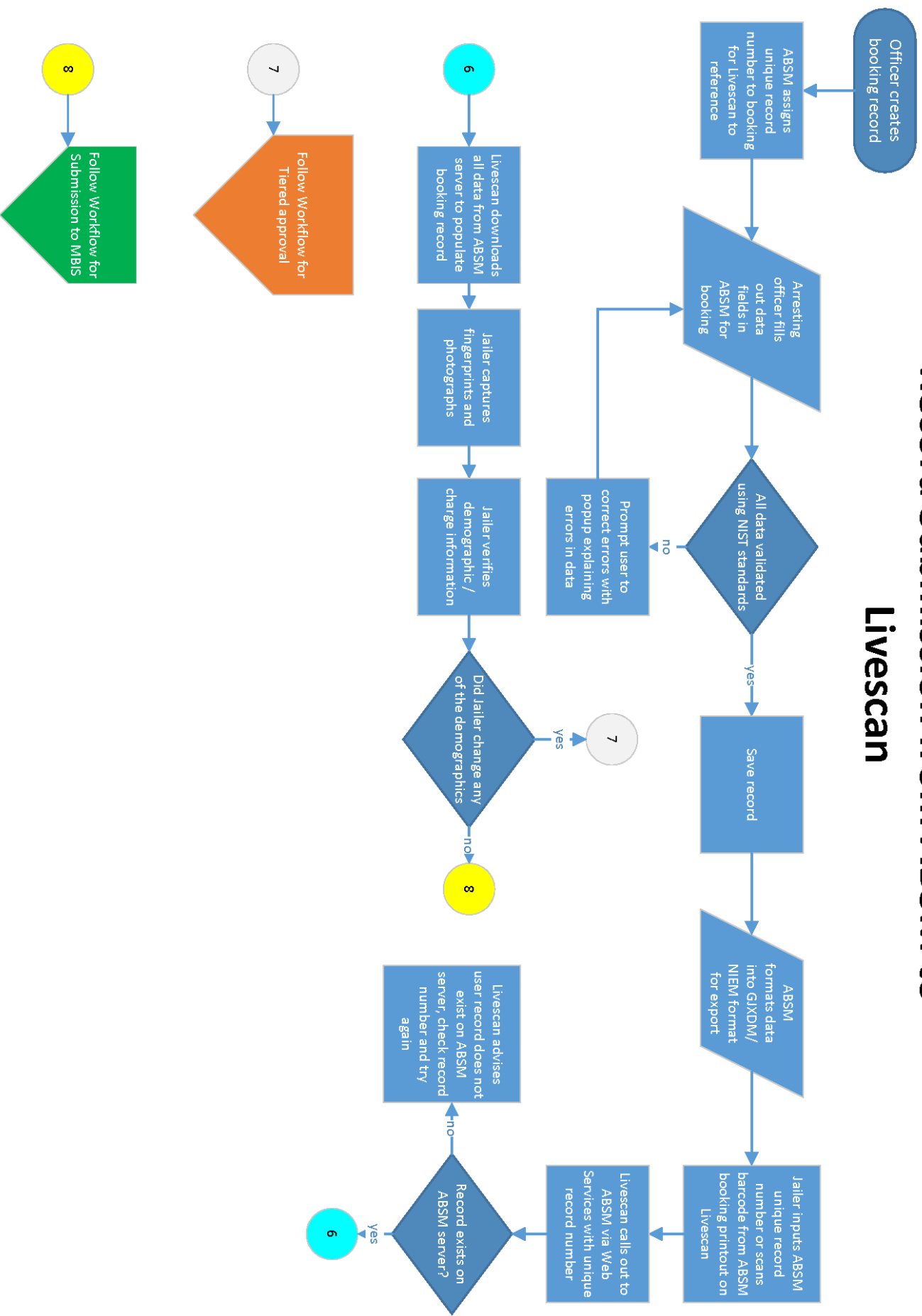
This area for CJIS Security Policy notices.

Can be changed on the fly by LACRIS staff and used as a notification area. Can display bold, underline, italic, defined font colors (multiple colors allowed), and font sizes (multiple sizes allowed)

Livescan Submission to MBIS



Record Submission from ABSM to Livescan



ATTACHMENT A.14

**HARDWARE AND SOFTWARE DELIVERY LIST AND
SPECIFICATION SHEET**

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Proposer shall list all hardware and software specifications required for the CBS Solution, where such specifications substantiate Proposer’s pricing quoted in RFP Section F (Required Forms), Exhibit 19 (CBS Cost Proposal Form).

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
23	Livescan Devices- General (including CBS Solution/3rd party software):	LiveScan Plus Capture Workstation – Dell Precision 3430	Requirement # 11.0 (Hardware – General Livescan Devices)
23.1	Cabinet	DWP Electric Height-Adjustable Cabinet w/ LineMaster Clipper Pedal	<ul style="list-style-type: none"> • Maximum Height: 71” • Depth: 30 • Width: 32” • Cast Iron Ruggedized Pedal
23.2	CPU	Intel® Core i5-7500	Quad-Core 3.4Ghz
23.3	Keyboard	Dell KB216	Multi-Media Keyboard, Black
23.4	Mouse	Dell MS116	Wired Mouse, Black
23.5	Monitor	Dell P2418HT	24” Touchscreen Display
23.6	Webcam	Logitech HD Pro C920	<ul style="list-style-type: none"> • 1.14” x 3.70” x 0.94” • 2.0 Megapixels • 1080p/30fps - 720p/30fps
23.7	Magnetic Stripe Card Reader	Magtek 21073145	<ul style="list-style-type: none"> • 3.94” x 1.28” x 1.23” • Card Types: ISO 7810, ISO 7811, AAMVA • 110 mA max normal mode • 500 uA max suspend mode
23.8	Barcode Reader	Symbol DS9808	<ul style="list-style-type: none"> • 2D Barcode Scan • 8” x 5.4” x 3.4” • 650 nm Laser Diode • FOV (39° x 25°) • 12 oz.

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
23.9	Signature Pad	Topaz T-L(BK)460-HSB-R	<ul style="list-style-type: none"> • Touchpad Area 4.4” x 1.3” • Dimensions 6.0” x 3.8” x 1.4”
23.10	Hand/finger capture scanner(s)	CrossMatch LSCAN 1000P	<ul style="list-style-type: none"> • 1000 DPI • Dimensions 13.8"x19.7"x6" • Weight 35 LBs • Ten-print Flats and Rolls • Upper, Lower, and Writer’s Palm
23.11	Uninterrupted Power Supply	APC BE600M1	<ul style="list-style-type: none"> • 120V Power • BatteryCapacity 600VA/330W • 23 Min Backup Time • Outlets (5 Standard / 2 Surge) • USB Charging Outlet • Audible Signal Speaker
23.12	Software-CPU O/S	Windows 10 64-bit 1 TB Storage	Windows 10 64-bit 1 TB Storage
23.13	Software-Browser	Internet Explorer	Version 11 or Later
23.14	Software-	LiveScan Plus / Digital PhotoManager Capture Module	Components including fingerprint booking, mugshot capture, and ABSM “prebook.”
23.15	Other-Specify	ACS ACR122U NFC (RFID Smart Card Reader)	<ul style="list-style-type: none"> • RFID Compatible • USB Type A / 5V DC • 98.0 mm x 65.0 mm x 12.8 mm • White LED Indicator
23.16		Cisco C2960C-8PC-L	Cisco Network Switch
23.17		B603RC1 Surge Protector	6-Outlet Power Strip (3 ft) 600 J Surge Protection

(Add additional rows as needed)

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
24	Livescan Devices- Coroner (including CBS Solution/3rd party software):	LiveScan Plus Capture Workstation – Dell Precision 3430	Requirement # 12.0 (Hardware – Coroner Livescan Devices)
24.1	Cabinet	DWP Electric Height-Adjustable Cabinet w/ LineMaster Clipper Pedal	<ul style="list-style-type: none"> • Maximum Height: 71” • Depth: 30 • Width: 32” • Cast Iron Ruggedized Pedal
24.2	CPU	Intel® Core i5-7500	Quad-Core 3.4Ghz
24.3	Keyboard	Dell KB216	Multi-Media Keyboard, Black
24.4	Mouse	Dell MS116	Wired Mouse, Black
24.5	Monitor	Dell P2418HT	24” Touchscreen Display
24.6	Webcam	Logitech HD Pro C920	<ul style="list-style-type: none"> • 1.14” x 3.70” x 0.94” • 2.0 Megapixels 1080p/30fps - 720p/30fps
24.7	Magnetic Stripe Card Reader	Magtek 21073145	<ul style="list-style-type: none"> • 3.94” x 1.28” x 1.23” • Card Types: ISO 7810, ISO 7811, AAMVA • 110 mA max normal mode • 500 uA max suspend mode
24.8	Barcode Reader	Symbol DS9808	<ul style="list-style-type: none"> • 2D Barcode Scan • 8” x 5.4” x 3.4” • 650 nm Laser Diode • FOV (39° x 25°) • 12 oz.
24.9	Signature Pad	Topaz T-L(BK)460-HSB-R	<ul style="list-style-type: none"> • Touchpad Area 4.4” x 1.3” • Dimensions 6.0” x 3.8” x 1.4”
24.10	Hand/finger capture scanner(s)	Integrated Biometrics FIVE-0	<ul style="list-style-type: none"> • 500 DPI • Dimensions 4.48" x 3.27" x 0.75" • Weight 6.76 oz.

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
			<ul style="list-style-type: none"> • Ten-print Flats and Rolls
24.11	Uninterrupted Power Supply	APC BE600M1	<ul style="list-style-type: none"> • 120V Power • BatteryCapacity 600VA / 330W • 23 Min Backup Time • Outlets (5 Standard / 2 Surge) • USB Charging Outlet • Audible Signal Speaker
24.12	Software-CPU O/S	Windows 10 64-bit 1 TB Storage	Windows 10 64-bit 1 TB Storage
24.13	Software-Browser	Internet Explorer	Version 11 or Later
24.14	Software-	LiveScan Plus / Digital PhotoManager Capture Module	Components including fingerprint booking, mugshot capture, and ABSM “prebook.”
24.15	Other-Specify	ACS ACR122U NFC (RFID Smart Card Reader)	<ul style="list-style-type: none"> • RFID Compatible • USB Type A / 5V DC • 98.0 mm x 65.0 mm x 12.8 mm • White LED Indicator
24.16		Cisco C2960C-8PC-L	Cisco Network Switch
23.17		B603RC1 Surge Protector	<ul style="list-style-type: none"> • 6-Outlet Power Strip (3 ft) • 600 J Surge Protection

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
25	Livescan Devices- Quick ID (including CBS Solution/3rd party software):	LiveScan Plus Capture Workstation – Dell Precision 3430	Requirement # 13.0 (Hardware – Quick ID Devices)
25.1	CPU	Intel® Core i5-7500	Quad-Core 3.4Ghz
25.2	Keyboard	Dell KB216	Multi-Media Keyboard, Black

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
25.3	Mouse	Dell MS116	Wired Mouse, Black
25.4	Monitor	Dell P2418HT	24'' Touchscreen Display
25.5	Webcam	Logitech HD Pro C920	<ul style="list-style-type: none"> • 1.14'' x 3.70'' x 0.94'' • 2.0 Megapixels • 1080p/30fps - 720p/30fps
25.6	Barcode Reader	Symbol DS9808	<ul style="list-style-type: none"> • 2D Barcode Scan • 8'' x 5.4'' x 3.4'' • 650 nm Laser Diode • FOV (39° x 25°) • 12 oz.
25.7	Signature Pad	Topaz T-L(BK)460- HSB-R	<ul style="list-style-type: none"> • Touchpad Area 4.4'' x 1.3'' • Dimensions 6.0'' x 3.8'' x 1.4''
25.8	Hand/finger capture scanner(s)	Integrated Biometrics FIVE-0	<ul style="list-style-type: none"> • 500 DPI • Dimensions 4.48" x 3.27" x 0.75" • Weight 6.76 oz. • Ten-print Flats and Rolls
25.9	Uninterrupted Power Supply	APC BE600M1	<ul style="list-style-type: none"> • 120V Power • BatteryCapacity 600VA / 330W • 23 Min Backup Time • Outlets (5 Standard / 2 Surge) • USB Charging Outlet • Audible Signal Speaker
25.10	Foot Pedal	LineMaster Clipper Pedal	Ruggedized Cast Iron Foot Pedal
25.11	Software-CPU O/S	Windows 10 64-bit 1 TB Storage	Windows 10 64-bit 1 TB Storage
25.12	Software-Browser	Internet Explorer	Version 11 or Later
25.13	Software-	LiveScan Plus / Digital PhotoManager Capture Module	Components including fingerprint booking, mugshot capture, and ABSM "prebook."

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
25.14	Other-Specify	Cisco C2960C-8PC-L	Cisco Network Switch
23.15		B603RC1 Surge Protector	<ul style="list-style-type: none"> • 6-Outlet Power Strip (3 ft) • 600 J Surge Protection

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
26	Mugshot Camera (Requirement # 18.0)	Canon EOS Rebel SL2	<ul style="list-style-type: none"> • Digital AF / AE Single Lens • 24.2 Effective MP (25.8 Total) • 3:2 Aspect Ratio • JPEG / RAW (14-bit Canon Img) • Auto-Focus (w/ Manual Focus) • 4.82 x 3.65 x 2.75 in. • 14.32 oz.
26.1	Other-Specify	N/A	N/A
26.2			

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
27	Iris Camera (Requirement # 19.0)	ICAM 7101S	<ul style="list-style-type: none"> • Digital AF / AE Single Lens • 11'' to 15'' Capture Range • Range Color Indicator • Status LED • 5MP Face Camera w/ Flash • 7.01'' x 8.31'' x 2.52' • 3.5 lbs
27.1	Other-Specify	N/A	N/A
27.2			

(Add additional rows as needed)

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Make/Model and Part Number	Component Specifications
28	Printer / Color (Requirement # 16.0)	HP Color LaserJet Pro M452dw	<ul style="list-style-type: none"> • Duplex Color Printing • 1200 MHz Processor /256 MB NAND Flash Memory • 28 PPM Print Speed • 3’’ Touchscreen Display • 600x 600 – 38,400 x 600 DPI • Highspeed USB / Network Connectivity • 2 Standard Paper Trays (3 Maximum Paper Trays) • 16.2’’ x 18.5’’ x 11.6’’ • 41.7 lbs
28.1	Other-Specify	N/A	N/A
28.2			

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
30	LASD Data Center (Primary Site)			(Requirement # 14.0)
30.1	Server Rack	1	Dell Netshelter SX 42U	<ul style="list-style-type: none"> • 19-Inch Rack Space • 2 Dell PDU’s
30.2	Blade Servers *	3	Dell PowerEdge R740xd	<ul style="list-style-type: none"> • 24’’ Touchscreen Disp. • Dual Intel Xeon Gold CPU • 72+ TB Storage • 256 GB RAM • Redundant Power Supplies
30.3	KVM Switch	1	Dell KVM Switch	8-Port Digital Switch
30.4	Network Hardware	2	Dell 4000 Series Network Switch	SFP Network Switch

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/Unit	Make/Model/Version and Part #	Component Specifications
30.5	Tape Library	1	N/A (Tape Library not proposed)	N/A
30.6	Other-Specify	3	FortiADC 400D Controller	ADC Load Balancer
30.7		3	Fortigate 300E Firewall	Dual Firewall Protection
30.8		1	90 TB Dell Backup Array	Point-in-Time backups for Databases and VM's

(Add additional rows as needed)

* Servers needed for Proprietary CBS, ABSM, ADFS, Database, Web Apps, Interfaces, Report Server, etc. using virtualization software

Ex 19 Line #	System Component Description	Qty/Unit	Make/Model/Version and Part #	Component Specifications
31	Proposer's Secondary Data Center or Cloud			(Requirement # 29.0) Continuity of Operations
31.1	AWS Database Servers	2	AWS EC2 Server, CS	<ul style="list-style-type: none"> • Windows sever 2019 • SQL Server • 4 CPU cores • 32GB Ram • Dynamic Storage
31.2	AWS Web Servers	2	AWS EC2 Server, CS	<ul style="list-style-type: none"> • Windows sever 2019 • SQL Server • 2 CPU cores • 8GB Ram • Dynamic Storage
31.3	AWS Application Servers	2	AWS EC2 Server, CS	<ul style="list-style-type: none"> • Windows sever 2019 • 2 CPU cores • 8GB Ram • Dynamic Storage
31.4	AWS EBS Backup Storage	1	EBS Volume, CS	EBS Volume, CS

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
31.5	AWS Fortigate Firewall	1	Fortigate VM01v, CS	Fortigate vm01vl running on a EC2 t.2
31.6	Other-Specify	1		
31.7		1		
31.8		1		

(Add additional rows as needed)

* Servers needed for Proprietary CBS, ABSM, ADFS, Database, Web Apps, Interfaces, Report Server, etc. using virtualization software

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
32	Software for Primary and Secondary Sites			(Requirements # 14.0 and 29.0)
32.1	Proposer’s CBS Base Software	1	LiveScan Plus / Digital PhotoManager	Components including fingerprint booking, mugshot capture, and ABSM “prebook.”
32.2	O/S Software	1	Microsoft Windows Server 2016	Datacenter OS by Microsoft (2016)
32.3	Database Software	1	Microsoft SQL Enterprise Edition	SQL Server Enterprise (Licensed for 6 Cores)
32.4	Virtualization Software	1	VMWare 6.7 Enterprise Plus	VMWare Kit with vSan Configuration
32.5	Anti-Virus Software (McAfee endpoint security provided by County for Primary Site)	1	McAfee Server Suite (or equivalent; Specific AV solution TBD)	Antivirus Protection for Servers / Data

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/Unit	Make/Model/Version and Part #	Component Specifications
32.6	Report Writer Software	1	DataWorks Plus, LLC Advanced Reporting Services	Custom Data Table with Report Template Generation by Vendor
32.7	Interface Engine Software	1	DataWorks Plus, LLC Custom Interface	Customized Interface Coding in Accordance with ICD
32.8	Dashboard monitoring	1	Agency Statistics Dashboard Interface	Custom Web App Displaying Agency Usage and Performance Statistics
32.9	Other-Specify	1	DataWorks Plus, LLC Notification Services	Customized Internal Messaging based on Notification Services
32.10		1	DataWorks Plus, LLC Store & Forward Transaction Controller	Store & Forward Services for Transaction Management

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Qty/Unit	Make/Model/Version and Part #	Component Specifications
33	Direct Network Connection to the two Data Centers		Private Line & Backup VPN Connections	(Requirement # 14.1)

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Qty/Unit	Make/Model/Version and Part #	Component Specifications
37	Automated Booking System Module			(Requirement # 27.0)
37.1	Proposer's CBS Base Software	1	Digital PhotoManager	Custom ABSM "Prebook" Web Application Accessible within Browser

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
37.2	Proposer's Additional CBS Software (Browser-based)		N/A	N/A
37.3	Other-Specify		N/A	N/A
37.4				

(Add additional rows as needed)

Ex 19 Line #	System Component Description	Qty/ Unit	Make/Model/ Version and Part #	Component Specifications
38	Browser-based 3rd Party Software			(Requirement # 27.0)
38.1	Other-Specify		N/A	N/A
38.2				

(Add additional rows as needed)

CRIMINAL BOOKING SYSTEM (CBS)

HARDWARE AND SOFTWARE DELIVERY LIST AND SPECIFICATION SHEET


Proposer's Name	DataWorks Plus, LLC
Completed By	Todd Pastorini
Email Address	tpastorini@dataworksplus.com
Phone Number	925-240-9010
PROPOSER'S ATTESTATION: I hereby attest that the Hardware and Software to be delivered to County, including all Specifications detailed here above, shall meet or exceed the stated Solution Performance Requirements (Attachment G.6) for a period of five (5) years from Final Acceptance based on LACRIS' booking volume and anticipated growth stated in the Statement of Work Paragraph 1.2 (Background) [360,000 bookings per year and one (1) percent volume increase per year].	
Signature	
Date	3/13/2019

EXHIBIT B

PRICING SCHEDULE

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

CBS Pricing Schedule - Exhibit B (Page 1 of 3) SOW Deliverables

Proposer's Name: DataWorks Plus, LLC								
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	Cost * (Qty x Unit Price)	Proposer's Comments	
1		Deliverable 1 – Project Control Document	1	LOT	\$ 10,000.00	\$ 10,000.00		
2		Deliverable 2 – Ongoing Project Management **	1	LOT	Included / Not Billable	\$ -		
3		Deliverable 3.1 – Requirements Review Report	1	LOT	\$ 5,000.00	\$ 5,000.00		
4		Deliverable 3.2 – Demonstration and Gap Analysis	1	LOT	\$ 15,000.00	\$ 15,000.00		
5		Deliverable 4 – Infrastructure and Technical Assessment	1	LOT	\$ 5,000.00	\$ 5,000.00		
6		Deliverable 5 – Implementation Assessment and Strategies	1	LOT	\$ 5,000.00	\$ 5,000.00		
7		Deliverable 6 – Customized COTS Solution Design Review and Final Design	1	LOT	\$ 5,000.00	\$ 5,000.00		
8		Deliverable 7.1 – Customization Environment Established	1	LOT	\$ 4,000.00	\$ 4,000.00		
9		Deliverable 7.2 – Customized COTS Solution Completed	1	LOT	\$ 5,000.00	\$ 5,000.00		
10		Deliverable 7.3 – Test Script Document Completed	1	LOT	\$ 15,000.00	\$ 15,000.00		
11		Deliverable 7.4 – Factory Acceptance Test Completed	1	LOT	\$ 10,000.00	\$ 10,000.00		
12		Deliverable 8.1 – Central Server Primary Site Set Up Completed	1	LOT	\$ 5,000.00	\$ 5,000.00		
13		Deliverable 8.2 – Livescan Devices Set Up Completed	1	LOT	\$ 25,000.00	\$ 25,000.00		
14		Deliverable 8.3 – CBS Production Environment Set Up Completed	1	LOT	\$ 10,000.00	\$ 10,000.00		
15		Deliverable 8.4 – System Acceptance Test Completed	1	LOT	\$ 7,500.00	\$ 7,500.00		
16		Deliverable 9 – Solution Documentation Completed	1	LOT	\$ 9,000.00	\$ 9,000.00		
17		Deliverable 10 – Training Completed	1	LOT	\$ 25,000.00	\$ 25,000.00		
18		Deliverable 11 – CBS Test Environment Completed	1	LOT	\$ 7,500.00	\$ 7,500.00		
19		Deliverable 12 – Transition to Production Completed	1	LOT	\$ 8,000.00	\$ 8,000.00		
20		Deliverable 13 – CBS Solution System Implemented and Final Acceptance Completed	1	LOT	\$ 5,000.00	\$ 5,000.00		
21					TOTAL	\$ 181,000.00		

* Cost - there will be a 10% holdback on all, due upon Final Acceptance
 ** Ongoing Project Management shall be included in this implementation engagement

CBS Pricing Schedule - Exhibit B (Page 2 of 3) Hardware / Software

Proposer's Name:								
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Proposer's Unit Price	Cost * (Qty x Unit Price)	Proposer's Comments	
22		Livescan Devices (including CBS Solution/3rd party software):						
23		General	163	EA	\$ 22,987.36	\$ 3,746,939.68	Includes 9.5% Sales Tax	
24		Coroner	2	EA	\$ 15,069.16	\$ 30,138.32	Includes 9.5% Sales Tax	
25	Equipment at Locations	Quick-ID	2	EA	\$ 13,343.45	\$ 26,686.90	Includes 9.5% Sales Tax	
26		Mugshot Camera	139	EA	\$ 1,358.46	\$ 188,825.94	Includes 9.5% Sales Tax	
27		Iris Camera	163	EA	\$ 1,971.00	\$ 321,273.00	Includes 9.5% Sales Tax	
28		Printer / Color	144	EA	\$ 589.99	\$ 84,958.56	Includes 9.5% Sales Tax	
29					Subtotal	\$ 4,398,822.40		
30		LASD Data Center (Primary Site)	1	LOT	\$ 399,228.66	\$ 399,228.66	Includes 9.5% Sales Tax	
31		Proposer's Secondary Data Center or Cloud (Secondary Site)	1	LOT	\$ 364,592.38	\$ 364,592.38	Cloud services are non taxable	
32	Central Server Equipment, Network Communication	Software for both sites (CBS Solution, O/S, other 3rd Party, Networking)	1	LOT	\$ 885,000.00	\$ 885,000.00	Software to be remotely downloaded from SC, Non-Taxable	
33		Direct Network Connection to the two Data Centers	1	YR	\$ 43,044.80	\$ 43,044.80	Non-Taxable	
34		INTENTIONALLY OMITTED			\$ -	\$ -		
35		INTENTIONALLY OMITTED			\$ -	\$ -		
36					Subtotal	\$ 1,691,865.84		
37	Browser-based Software	Automated Booking System Module (ABSM)	1	LOT	\$ -	\$ -	Included	
38		Other 3rd Party (specify)	1	LOT	\$ -	\$ -		
39					Subtotal	\$ -		
40					TOTAL	\$ 6,090,688.24		

* Cost - there will be a 10% holdback on all payment points, due upon Final Acceptance

CBS Pricing Schedule - Exhibit B (Page 3 of 3)

OM&S

Proposer's Name:						Proposer's Comments	
Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Annual OM&S After Final Acceptance		
					Unit Price	Cost	
41	Equipment at Locations	Livescan Devices (including CBS Solution/3rd party software):					
42		General	163	EA	\$ 3,000.00	\$ 489,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
43		Coroner	2	EA	\$ 1,930.00	\$ 3,860.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
44		Quick-ID	2	EA	\$ 1,710.00	\$ 3,420.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
45		Mugshot Camera	139	EA	\$ 175.00	\$ 24,325.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
46		Iris Camera	163	EA	\$ 250.00	\$ 40,750.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
47		Printer / Color	144	EA	\$ 85.00	\$ 12,240.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
48				Subtotal	\$ 573,595.00		
49	Central Server Equipment, Software and Network Communication	LASD Data Center (Primary Site)	1	LOT	\$ 55,000.00	\$ 55,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
50		Proposer's Secondary Data Center or Cloud (Secondary Site)	1	LOT	\$ 55,000.00	\$ 55,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
51		Software for both sites (CBS Solution, O/S, other 3rd Party, Networking)	1	LOT	\$ 112,000.00	\$ 112,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
52		Direct Network Connection to the two Data Centers	1	YR	\$ 38,045.00	\$ 38,045.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
53				Subtotal	\$ 260,045.00		
54	Browser-based Software	Automated Booking System Module (ABSM)	1	LOT	\$ 40,000.00	\$ 40,000.00	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
55		Other 3rd Party (specify)	1	LOT	\$ -	\$ -	DWP will maintain a fixed cost for 6 years. Years following will increase 5% per year.
56				Subtotal	\$ 40,000.00		
57				TOTAL	\$ 873,640.00		
58	Professional Services Fixed Hourly Rate				Per Hour	\$ 200.00	

SCHEDULE B.1
OPTIONAL WORK SCHEDULE
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

This Schedule B.1 (Optional Work Schedule) shall be used by County to maintain listing of all Optional Work acquired by County under the Agreement using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Schedule B.1 (Optional Work Schedule) shall be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and shall be updated accordingly.

1. OPTIONAL WORK

Item No.	Description / Type (Application Modifications, Professional Services, Additional Products, etc.)	Request Date	Delivery Date	County Approval Date	Maximum Fixed price
					\$
Subtotal (items completed & approved by County)					

In the event County elects to acquire any of the Optional Work specified above, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in Section 1 (Optional Work) above. Professional services including those for programming modifications and consulting services shall be provided by Contractor to County at the Fixed Hourly Rates not exceeding those specified in Exhibit B (Pricing Schedule), which shall not increase during the Term of the Agreement.

2. POOL DOLLARS

Item No.	Event (Effective Date, Change Notice, Amendment)	Event Date	Adjusted Amount ("+", "-")	Remaining Amount
1	Effective Date			\$

EXHIBIT C

SERVICE LEVEL AGREEMENT

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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EXHIBITS

Exhibit C Service Level Agreement

- Schedule C.1 Information Security Requirements
- Schedule C.2 Compliance with Encryption Requirements
- Schedule C.3 Application Security Requirements
- Schedule C.4 Solution Response-Time Requirements

1. GENERAL

This Exhibit C (hereinafter “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the Operations, Maintenance, and Support Services (OM&S) for the Solution, including, but not limited to, service levels which include System hosting, correction of Deficiencies, as well as warranties and County’s remedies for Contractor’s failure to meet the service level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Agreement.

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide Service Levels relating to OM&S Services specified in the Base Agreement and this SLA, as more fully described below.

- 2.1.1 Operation Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for handling the day-to-day management of the Solution, including all Livescan devices currently in operation at the County law enforcement locations, and information technology (IT) infrastructure assets currently in operation (host/data center, client/desktop, connectivity/ network). Management tasks shall include but not be limited to; System operations, administration, security, performance monitoring, technical diagnostics/troubleshooting, configuration management, System repair management and generation of management reports, and managing business continuation processes and technology assets.
- 2.1.2 Maintenance Services shall mean any goods and/or Services to be provided by Contractor under the Agreement for maintaining the Solution and all Solution components currently in operation, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, Interfaces, performance, data security, reports and regulatory compliance, as further specified in Exhibit A (Statement of Work) and this SLA.
- 2.1.3 Support Services shall mean any goods and/or Services to be provided by Contractor under the Agreement in support of the Solution and all Solution components currently in operation, including but not limited to, updates, corrections, enhancements, customer support, Interfaces, performance, data security, reports, and applicable regulatory compliance, and Work Orders with supporting documentation, as further specified in Exhibit A (Statement of Work) and this SLA.

2.2 DEFINITIONS

“**Active-Active**” shall have the meaning as described in Paragraph 4.4 (Business Continuity (Disaster Recovery)).

“**Authorized Contact**” shall mean and refer to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.

“**Client Environment**” shall mean the Livescan Equipment and Solution Software installed at each Participating Agency.

“**Critical Deficiency**” shall mean a Deficiency of Severity Level 1, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Paragraph 4.1 (Scope of Support).

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environments at the primary and secondary data centers, and requires Contractor to maintain an active-active Disaster Recovery Plan.

“Disaster Recovery” shall mean and refer to Contractor’s obligations described in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Disaster Recovery Plan”; shall have the meaning specified in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Incident” shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“Low Deficiency” shall mean a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Maintenance Services” shall mean any goods or Services provided under the Agreement for maintaining the Solution, including but not limited to those Services defined in the Preventive Maintenance Program [see Paragraph 2.1.12 (Preventive Maintenance Program) of Exhibit A (Statement of Work)], Solution equipment repairs and replacement, and Solution Software updates, corrections, enhancements and other Updates to the Solution, Interfaces, System availability, data security and reports, as further specified in Paragraph 3 (Maintenance Services).

“Major Deficiency” shall mean a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process).

“Moderate Deficiency” shall mean a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Response Time”, as such term applies to the System, shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.

“Response Time Baseline” shall mean the County specified baseline for Response Time, as described in Paragraph 5.4 (System Performance Requirements).

“Response Time Deficiency” shall mean System not responding within the prescribed Response Time Baseline, as further described in Paragraph 5.4 (System Performance Requirements Time Deficiencies).

“Scheduled Downtime” shall mean the period of time that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Paragraph 3.2 (Maintenance, Preventive Maintenance).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to timely resolve an Incident, or correct a Deficiency, as specified in this SLA, including System Unavailability exceeding the thresholds set forth in this SLA.

“Severe Deficiency” shall mean a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Severity Level” shall mean the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies).

“SLA” shall mean “Service Level Agreement” and refer to Contractor’s Service Level commitment regarding System Maintenance as required by the Agreement and this Exhibit C (Service Level Agreement), including but not limited to Maintenance Services, Support Services, System hosting, and any Warranties specified herein.

“Support Hours” shall mean 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

“Support Services” shall mean any goods or Services provided under this Agreement in support of the Solution, including but not limited to Customer Support, help-desk assistance, operational support, equipment repairs or replacement, preventive maintenance, updates, corrections, enhancements, Interfaces, corrective measures, fixes, patches and System Performance and data security Deficiency corrections, updates to reports for meeting applicable regulatory compliance, as further specified in Paragraph 4.1 (Scope of Support).

“System Availability” shall have the meaning specified in Paragraph 5.4 (System Performance Requirements).

“System Performance” shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“System Performance Deficiency” shall mean System not meeting any of the System Performance Requirements as specified in Paragraph 5.4 (System Performance Requirements).

“System Performance Requirements” shall mean the requirements for System Performance, including Paragraph 5.4 (System Performance Requirements).

“System Unavailability” shall have the meaning specified in Paragraph 6.2 (Service Credits).

“Total Monthly Time” shall mean all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.

“Unscheduled Downtime” shall have the meaning specified in Paragraph 6.1 (General).

3. MAINTENANCE SERVICES

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Paragraph 3 (Maintenance Services).

3.1 SOLUTION MAINTENANCE

3.1.1 SYSTEM HARDWARE

As part of Maintenance Services, Contractor shall provide maintenance of the System Hardware components surrounding the System Software, including but not limited to all equipment and networking components. Contractor shall repair, upgrade or replace these System Hardware components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified in the Agreement and to support and be compatible with the System Hardware, including Livescan devices, and System Software including any Application Modifications provided by Contractor under the Agreement.

3.1.2 LIVESCAN-RELATED EQUIPMENT AT THE PARTICIPATING AGENCIES

Contractor’s Maintenance Services shall include, at minimum, the following level of Services. Contractor shall:

1. Respond to equipment repairs or replacement Services at the Participating Agencies, when required, within four hours of notification by County [Catalina location twelve hours, Contractor responsible for boat transportation fees];
2. Maintain a reserve hardware inventory totaling four percent of deployment throughout the Agreement Term, to facilitate hardware replacement in event of equipment failure;
3. Provide equipment teardown, move and reconnect (TMR) Services, during normal business hours and coordinated with LACRIS technicians, when such equipment requires relocation;
4. Maintain inventory lists of all Livescan devices, peripherals, printer and other equipment

located at the Participating Agencies, including at minimum:

- a. Equipment at the component-level (e.g., Livescan PCs, printers, mugshot camera);
- b. Component description, make, model, serial number, and software build number; and
- c. Participating Agency name, address, contact phone number, site location, I/P address(es).

A. CENTRAL SERVER HARDWARE

Contractor's Maintenance Services shall include, at minimum, the following level of Services for Hardware and server-related Software. Contractor shall:

1. Proactively monitor Central Server operations at the primary and secondary data centers, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk
2. Provide technical support to administer and operate the CBS Production Environments at the primary and secondary data centers, and CBS Test Environment. County and Contractor shall mutually agree upon Scheduled Downtime, which may be during the weekends in the early morning hours
3. Provide CBS database uploads from the CBS Production Environment to the CBS Test environment, at least semi-annually
4. Provide CBS Software Solution backup (data and System configurations):
 - a. Hot backups daily of the CBS Production Environments at both the primary and secondary data centers;
 - b. Hot backups weekly of the CBS Test Environment at the primary data center;
 - c. Cold backups monthly of all CBS Solution environments, for both the primary and secondary data centers, where Scheduled Downtime is required; and
 - d. Storing backup tapes off-site, for meeting disaster recovery provisions.
5. Test at least annually during Scheduled Downtime, the failover from the primary to secondary data center and resolve all Deficiencies.

3.1.3 APPLICATION SOFTWARE

Contractor shall provide Updates to the Application Software to keep current with Contractor's hosting technology standards, industry standards, compliant with Federal and California State mandates, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor's general customer base in accordance with this SLA, all in coordination with County's Project Manager. By definition, such Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the System Software, including Application Software.

Without limiting the other provisions of the Agreement, including without limitation this SLA, such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor. Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County. Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such problems. County shall also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System data or any other County data, subject

to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Agreement.

3.1.4 THIRD PARTY SOFTWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Third Party Software operating the System Environment for the Solution, including but not limited to Operating Software, database software and other software installed in the Production Environments and Test Environment that is not Application Software. Contractor shall update, upgrade or replace these System Software components during the Term of the Agreement to comply with the Solution Requirements and the warranties specified herein and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Agreement.

Contractor shall provide Updates to the System Software to keep current with Contractor's hosting technology standards, software industry standards including upgrading manufacturer's end of life that are no longer supported by the Third Party Software manufacturer, Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

Contractor shall provide automated software provisioning tools to perform remote software patches and install Version Releases, including security updates.

Contractor shall provide software configuration management tools for Solution Software configuration identification, at both the primary and secondary data centers for all CBS environments, and for all the Livescan devices at the Participating Agencies.

Furthermore, any Third Party Application that may be incorporated by Contractor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.1.5 ADDITIONAL PRODUCTS

Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by County under this Agreement as Optional Work, including Additional Software and Additional Hardware. Prior to the installation of any Additional Product, or any update thereto, Contractor shall test and ensure such Additional Product's compatibility with the then current version of the System Software. Contractor shall ensure that the System Software is compatible with the required or critical updates to Additional Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

3.1.6 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor shall maintain the System's compatibility with the Client Environment recommended and approved by Contractor by providing, among others, Updates to the System Software and upgrading the System Hardware during the Term of the Agreement and following any update and/or upgrade by County of such Client Environment.

3.2 MAINTENANCE, PREVENTIVE MAINTENANCE

3.2.1 Contractor shall provide as-needed Preventive Maintenance in accordance with the Preventive Maintenance Program [see Paragraph 2.1.12 (Preventive Maintenance Program) of Exhibit A (Statement of Work)]. In the event that Preventive Maintenance is required, Contractor shall ensure that, during any such Preventive Maintenance, the System Availability requirements of this Agreement are met and that the CBS Solution is fully operational at Contractor's secondary redundant site.

3.2.2 Unless agreed to otherwise in advance by County, Contractor shall provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If any Maintenance Services result in Unscheduled Downtime, Paragraph 6 (Remedies) of this SLA shall apply.

3.3 EXCLUSIONS

County's Project Manager may request exclusionary services that are required from Contractor, as determined by County Project Manager. Contractor shall respond in accordance with the response timeframes specified in Paragraph 5.2 (Resolution Of Deficiencies).

Exclusionary Services may be required as a result of the following:

1. Gross neglect/mishandling;
2. Department site air conditioner or humidity control malfunction or failure;
3. County Department site electrical system malfunction or failure; and
4. Any force majeure events as specified in Paragraph 64 (Force Majeure), of the Base Agreement.

4. SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this SLA. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements set forth in the Agreement. Requests for Customer Support will be submitted by County's Authorized Contact (e.g. County Project Manager or designee(s) via telephone, email and/or Contractor's web-based customer support portal. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.

4.2 CUSTOMER SUPPORT

In addition to the Solution Requirements, Contractor's Customer Support Requirements shall also include but not be limited to the following:

1. County-designated technical support staff who provides First Level Support to the Participating Agencies shall have access to Contractor's Customer Support through the methods outlined in this SLA.
2. County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer

- Support. The authorized County contacts will each receive an account and training on the ticketing system.
3. Contractor shall provide a toll-free telephone number for County staff to call at any time during Support Hours. This telephone number shall be managed by a live operator to quickly connect County staff with the appropriate Customer Support personnel.
 4. Severity Levels for the Deficiencies shall be assigned according to definitions specified in Paragraph 5.2.1 (Problem Correction Priorities).
 5. Contractor shall respond within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
 6. Contractor's web-based trouble ticketing system shall be made available to County at any time during Support Hours. Contractor shall advise County at least two weeks in advance when the ticketing system requires its scheduled maintenance.
 7. Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.
 8. Contractor shall triage, diagnose and resolve all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency workaround, County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor shall work with County to ensure that each service ticket case is documented and diagnosed properly. Each Deficiency shall be tracked in the Contractor's Customer Support ticketing system by:
 - a. Severity Level;
 - b. Date/time notified by County;
 - c. Name of Contractor's Service Technician(s) or Engineer(s);
 - d. Component (hardware-Livescan, hardware-Central Server, Software-Livescan, Software-Central Server) and, if applicable, sub-component (e.g., mugshot camera, Livescan monitor);
 - e. LACRIS' assigned tracking number from its customer support ticketing system;
 - f. Description of problem including, if applicable, Solution Software version;
 - g. Root cause of problem;
 - h. Action taken to resolve issue and/or to prevent recurrence; and
 - i. History of actions taken, including communications between Contractor and County, by Contractor and County personnel.
 9. Date/time completed by Contractor and communicated to County. Contractor shall proactively monitor all CBS Solution Software for security breaches, and report and coordinate resolution of any IT security breaches with both the LACRIS Help Desk and Department's Data Security Unit.
 10. Contractor shall install all software security patches, no later than 90 calendar days, when notified by either the 3rd party software company or Department's Data Security.
 11. Contractor's Project Manager shall meet with County's Project Manager on a regularly scheduled basis, minimally monthly. Meetings are in person at a County-designated location or via web-conferencing, as mutually agreed upon in advance by both parties. Contractor will provide County with activity information which, at minimum, includes:
 - a. Service ticket activity from the prior month, including the age of each open service ticket;

- b. Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve;
- c. Summary of Scheduled and Unscheduled Downtime, and if appropriate by location; and
- d. Database statistics.

Contractor shall provide meeting agendas, presentation materials, and minutes.

- 12. Contractor shall provide all Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System (“NIBRS”), FBI’s Criminal Justice Information Services (CJIS)) and State mandates.
- 13. Contractor shall maintain all updates to the CBS Solution documentation, including computer-based training tools (i.e., streaming video)
- 14. Contractor shall provide refresher T3 type training of the Contractor’s most recent CBS Solution build, annually when requested by County.
- 15. Contractor shall, at minimum annually, place CBS Solution software into Escrow, then coordinate with Escrow company all the required testing necessary to verify that the Solution software deposited is a working, fully executable application.
- 16. Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Paragraph 5 (Correction of Deficiencies).
- 17. CBS Solution enhancement suggestions, initiated by either County or Contractor, shall be tracked using Contractor’s Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Solution Response Times to ensure compliance with the agreed upon Response Times listed in Schedule C.4 (Solution Response-Time Requirements) to this SLA and any other applicable requirements specified in Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work) and this SLA.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that related-data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically re-evaluate the Response Time Baselines or add/modify/delete Response Time requirements, to ensure that the Response Time of the System does not restrict or delay County’s operations.

4.4 BUSINESS CONTINUITY (DISASTER RECOVERY)

As part of Support Services, Contractor shall also be responsible for Active-Active Disaster Recovery services and submission of a Business Continuity Strategy (BCS) pursuant to Paragraph 2.1.10 (Business Continuity Strategy) of Exhibit A (Statement of Work). Active-Active Disaster Recovery means: a network configuration of independent nodes with the ability to replicate the CBS Solution in near real-time with high availability across the primary and secondary data centers.

Contractor shall maintain and implement Active-Active Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are not interrupted during any Disaster.

Contractor shall provide County with a copy of its current BCS and all updates thereto during the Term of the Agreement. All requirements of the Agreement, including but not limited to those relating to security, personnel due diligence and training, shall apply to Contractor's Disaster Recovery site.

Contractor or County may declare an event a Disaster. A Disaster may be caused by an exclusionary event (refer to Paragraph 3.3 (Exclusions)) or an event within Contractor's sole responsibility. Regardless, upon occurrence or declaration of a Disaster, Contractor shall provide the services outlined in the BCS. Contractor shall be subject to the following Service Level requirements as part of Active-Active Disaster Recovery, which shall be contained in and are incorporated into the BCS:

1. Contractor shall have complete responsibility for continuation of service and restoration of the System and the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System and the Solution.
3. County shall be able to logon to the Disaster Recovery site instantaneously after the declaration of the Disaster by County or Contractor.
4. Contractor shall have 100% capacity instantaneous of the declaration of the Disaster by County or Contractor.
5. Contractor's failure to make a declaration of a Disaster within one hour shall result in an Incident and deemed Unscheduled Downtime.

5. CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under the Agreement may be identified either as a result of Contractor's use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Customer Support for resolution in accordance with this SLA. Contractor shall keep County informed on all Deficiencies they have identified, and both parties shall mutually agree to assign the appropriate Severity Level to the Deficiency.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities). Based on Contractor's proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Severity Level of the Deficiency pursuant to Paragraph 5.2.3 (Severity Level Adjustment).

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

County will assign the Severity Level to each Deficiency reported by County to Contractor's Customer Support. Contractor shall assign Severity Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed "Response Timeframe" specified below and resolve each such Deficiency within the specified "Resolution Time". Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor's Customer Support, and shall end when County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	System is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County users are affected. A production business System is inoperable.	One hour	Resolve incident or formulate reasonable workaround within four consecutive hours
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., slow Response Time), creating significant County business impact, its core functionality is not available or one of the System Requirements is not met, as determined by the County.	Four hours	Resolve incident or formulate reasonable workaround within eight consecutive hours
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.	One day	Resolve incident within two consecutive weeks
4 - Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the County.	Two days	Next Version Release or six months unless otherwise agreed to by County and Contractor

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter “Major Deficiency”). County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by County.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Severity Level 1, Severity Level 2, or Severity Level 3, within the prescribed Resolution Times. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County’s Project Manager. The parties will jointly cooperate during this period of time.

5.2.3 SEVERITY LEVEL ADJUSTMENT

County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be escalated by County if the Deficiency persists or re-occurs, as determined by County’s Project Manager.

At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities). Contractor may request a special exception to the above timeline where there are extenuating

circumstances. The decision to provide an extension along with its appropriate timeline shall be made at the sole discretion of County’s Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 LIVESCAN SPECIFICATIONS

All hardware and software specified for delivery under the Agreement whose specifications are documented in Attachment A.2 (Solution Requirements) and Attachment A.14 (Hardware and Software Delivery List and Specification Sheet) to Exhibit A (Statement of Work), shall meet said specifications based on the predicted volume and growth as stated in Paragraph 1.2 (Background) of Exhibit A (Statement of Work), throughout the Agreement Term without exception. Contractor shall, at Contractor’s sole expense, supplement said equipment and/or software with additional/upgraded components (e.g., Livescan’s PC RAM) needed to meet System Performance Requirements, at no cost to County. Such additional/upgraded components shall be covered under Contractor’s OM&S Program at no additional charge to County.

5.4 SYSTEM PERFORMANCE REQUIREMENTS

The System shall meet the System Performance Requirements specified below that are within Contractor’s control, including but not limited to those relating to System Response Time and System Availability, as further specified in this SLA, Attachment A.2 (Solution Requirements) to Exhibit A (Statement of Work), and Schedule C.4 (Solution Response-Time Requirements) to this SLA. All System Performance Deficiencies shall be deemed Severity Level 2 Deficiencies or higher for the purpose of correcting said Deficiencies, and/or implementing other County remedies.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	98.9%
Response Time	System Response Time Baseline(s) established and agreed upon prior to Go-Live.
Active-active Disaster Recovery	Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity (Disaster Recovery))

The following criteria shall be applied with regards to System Performance Requirements:

1. “System Availability” shall be calculated based on the formula set forth in Paragraph 6.2 (Service Credits).
2. System Response Time(s) shall be established using County-required and Contractor-supplied System Response Time measurement method, which is a component of the Solution. The System Response Time Baseline(s) shall be agreed upon and established before the System is able to reach Go-Live under the Statement of Work. System Response Time Baseline(s) may need to be established to address various System categories and periods of operations, to the extent applicable, including but not limited Business Hours, off-Business Hours, peak hours and reporting.

System Response Time measurements shall be calculated by averaging Response Time(s) for each of the established System Response Time Baseline measurement categories [see Schedule

C.4 (Solution Response-Time Requirements) of this SLA].

3. If the average System Response Time is greater than the System Response Time Baseline on six occasions, for any of the periods of operation (see #2 above) within a Service Month, County shall notify Contractor using the Customer Support trouble ticketing system.
4. Contractor shall keep County informed of the progress of the System Response Time problem with the objective of providing a solution as quickly as possible.
5. Initial System Response Time Baseline(s) shall be established and agreed upon by the parties prior to Go-Live. County reserves the right to modify the System Response Time Baseline and/or measuring methods if County determines that the Solution is restricting or delaying County's operations.
6. System Response Time Deficiency
A System Response Time Deficiency that fits the definition of a Major Deficiency shall be deemed to cause *Unscheduled Downtime* which shall begin to accrue after four hours for Level 1, and after eight hours for Level 2, and shall entitle County to assess *Service Credits* as provided in Paragraph 6.2 (*Service Credits*) below. In addition, any unresolved Moderate Level 3 Deficiency by Contractor shall begin to accrue after thirty days, and shall entitle County to assess *Service Credits*.
7. Active-Active Disaster Recovery
Any County observed Deficiency which may prevent Contractor from delivering Disaster Recovery services to County in a timely manner and as minimally prescribed in Paragraph 4.4 (*Business Continuity (Disaster Recovery)*) above, shall be deemed to cause *Unscheduled Downtime* and shall entitle County to assess *Service Credits* as provided in Paragraph 6.2 (*Service Credits*) below.

6. REMEDIES

6.1 GENERAL

Credits shall accrue for *Unscheduled Downtime* and *System Performance Deficiencies*, including Contractor's failure to meet the *System Availability* requirements and/or *System* or *Service Response Time* requirements (hereinafter "*Service Credit(s)*"). For purposes of assessing *Service Credits* and this SLA, "*Unscheduled Downtime*" shall mean the total combined amount of time during any *Service Month*, measured in minutes, during which the *System* has a *Major Deficiency* in which exceeds the resolution time durations stated in 5.2.1 (*Problem Correction Priorities*) above, or any *Moderate Deficiency* that is unresolved by Contractor within thirty days, excluding *Scheduled Downtime*.

6.2 SERVICE CREDITS

Without limiting any other rights and remedies available to County, either pursuant to the Agreement, by law or in equity, County shall be entitled to *Service Credits* calculated based on the length of combined *Unscheduled Downtime* during any *Service* billing period (hereinafter "*System Unavailability*"), as provided below.

SYSTEM AVAILABILITY (% OF BILLING PERIOD)	HOURLY UNSCHEDULED DOWNTIME RANGE / BILLING PERIOD	SERVICE CREDITS (% OF INVOICE FEES FOR APPLICABLE BILLING PERIOD)
98.9% < x < 100%	0:00 – 24:00 hours	None
97.9% < x < 98.9%	24:01 – 45:00 hours	5%
95.9% < x < 97.9%	45:01 – 87:00 hours	15%
93.9% < x < 95.9%	87:01 – 132:00 hours	35%
91.9% < x < 93.9%	132:01 – 174:00 hours	45%
89.9% < x < 91.9%	174:01 – 216:00 hours	50%
87.9% < x < 89.9%	216:01 – 261:00 hours	60%
85.9% < x < 87.9%	261:01 – 303:00 hours	75%
x < 85.9%	Beyond 303:00 hours	Fee Waived for that Billing Period

For purposes of calculating Service Credits, “System Availability” percentage shall be calculated as follows:

$$\text{System Availability} = (\text{Total Billing Period Time} - \text{Unscheduled Downtime}) \div \text{Total Billing Period Time}$$

Example: 3,150 minutes of total Unscheduled Downtime during a 30-day Service Billing Period.

$$[129,600 - 3,150] \div 129,600 = 97.6\% \text{ System Availability, with 15\% Service Credit}$$

Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County’s payment due to Contractor.

6.3 SOLUTION RESPONSE-TIME DEFICIENCIES

A Solution Response-Time Deficiency as specified in Schedule C.4 (Solution Response-Time Requirements) to this SLA, that fits the definition of a Major Deficiency as a Severity Level 1 or Severity Level 2 [see Paragraph 5.2.1 (Problem Correction Deficiencies) above] shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty days of any Response-Time Deficiency unresolved by Contractor, including Severity Level 3, entitling County to assess Service Credits.

6.4 SOLUTION SCHEDULED DOWNTIME

Notwithstanding the remedies included herein regarding Unscheduled Downtime, Contractor shall not exceed 6 hours per day of Scheduled Downtime, nor 40 hours per month of Scheduled Downtime for the entire Solution excluding Livescan preventive maintenance tasks. Livescan scheduled preventive maintenance shall not exceed 90 minutes per device. To the extent possible, Scheduled Downtime shall occur during non-peak hours. Contractor’s Preventive Maintenance Program is defined in the Project Control Document [see Paragraph 2.1.12 of Exhibit A (Statement of Work)]. Should Contractor exceed 6 hours per day or 40 hours per month of Scheduled Downtime, the remedies and service credits outlined in Paragraph 5.4 (System Performance Requirements) for Unscheduled Downtime shall apply.

Scheduled Downtime agreed to by the parties for the purpose of implementing a Technology Refresh [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of

Work)], shall be exempted from the monthly Scheduled Downtime limitations set forth above, provided Contractor is fully compliant with the processes described in the Technology Refresh Implementation Strategy [see Paragraph 2.1.13 (Technology Refresh Implementation Strategy) of Exhibit A (Statement of Work)].

SCHEDULE C.1
INFORMATION SECURITY REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SCHEDULE C.1

INFORMATION SECURITY REQUIREMENTS

This Schedule C.1 sets forth information security procedures to be established by Contractor before the effective date of the Agreement and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Schedule C.1 will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Schedule C.1, capitalized terms shall have the meanings set forth in the Agreement.

1. SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Schedule C.1, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all

workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Paragraph 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Paragraph shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by County. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.

- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon County's request, Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Paragraph 11 (Contractor Self Audit), during the Term of the Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is

understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of County to which Contractor has access, or otherwise provided to Contractor under the Agreement ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under the Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Agreement, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Paragraph 13 (Confidentiality) shall constitute a material breach of the Agreement and be grounds for immediate termination of the Agreement in the exclusive discretion of the County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

- i. **Personally Identifiable Information.** In connection with the Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in the Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
 - ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Agreement, and in particular the Confidentiality provisions of the Agreement, during the term of the Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in the Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) the Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
 - iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under the Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under the Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On County's written request or upon expiration or termination of the Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of the Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Paragraph 13(a) (Confidential Information), and provide a notarized written statement to County certifying that all documents and materials referred to in Paragraphs 13(a) (Confidential Information) and 13(b) (County Data) have been delivered to County or destroyed, as requested by County. On termination or expiration of the Agreement, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

SCHEDULE C.2

COMPLIANCE WITH ENCRYPTION REQUIREMENTS

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SCHEDULE C.2
COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information and any other information described in Paragraph 18.3 (Protection Of Electronic County Information - Data Encryption) of the Agreement by completing this Schedule C.2. By signing this Schedule C.2, Contractor certifies that it shall be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Agreement.

**DOCUMENTATION
AVAILABLE**

COMPLIANCE QUESTIONS	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

*cloud storage, Software-as-a-Service or SaaS

Todd Pastorini

Official's Name

Vice President / General Manager

Official's Title

Official's Signature

SCHEDULE C.3

APPLICATION SECURITY REQUIREMENTS

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

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Introduction

Security Requirements Goals and Objectives:

The Application Security Requirements outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements would apply to all County and externally hosted applications: County developed and third party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that shall consistently be met throughout the Term of the Agreement.

Requests for exceptions to any specific requirements within this requirement must be reviewed by IT Security and approved by the Departmental management. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. Departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Application Name and Brief Description:

Application Owner Name

Application Owner Signature

Departmental Information Security Officer (DISO) Name:

DISO Signature

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirement Not Met
1.0	Secure Coding		
1.1	Comply with the County Application Secure Coding Standard		
2.0	Software as a Service (SaaS), if applicable		
2.1	Comply with the County SaaS Security and Privacy Standard		
3.0	Authentication (Login/Sign-on)		
3.1	Authentication mechanism uses password that meets the County Password Security Standard		
3.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)		
3.3	Application login must be integrated with a central department and/or county authentication mechanism (e.g., AD)		
3.4	System encrypts passwords before transmission		
3.5	Ensure passwords are hashed and salted before storage		
3.6	For public facing applications, implement multi-factor authentication for applications with sensitive (e.g., password) and/or confidential information (e.g., PII, PHI)		
4.0	Authorization (Permissions)		
4.1	Users are associated with a well-defined set of roles and privileges		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comment/ Indicate Any Compensating Controls if Requirements Not Met
4.2	<p>Users accessing resources hold valid credentials to do so, for example:</p> <ul style="list-style-type: none"> • User interface (UI) only shows navigation to authorized functions • Server side authorization checks for every function • Server side checks do not solely rely on information provided by user 		
4.3	<p>Role and permission metadata is protected from replay or tampering by using one of the following:</p> <ul style="list-style-type: none"> • Tokens/tickets expires after a single use or after a brief period • Standard authorization/authentication protocol (e.g., SAML, OAuth) 		
5.0	Configuration Management (Database and Application Configuration Security)		
5.1	Database Security: System restricts users from directly accessing the database		
5.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)		
5.3	Application/database connection credentials need to be encrypted in transit and in storage		
5.4	Application/database connection and service accounts must comply with least privilege principle (must not be database admin account)		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comment/ Indicate Any Compensating Controls if Requirements Not Met
6.0	Data Security		
6.1	Sensitive (e.g., password) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No.5.200)		
6.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)		
7.0	Audit logging and reporting		
7.1	Application provides audit reports such as configuration, user accounts, roles and privileges		
7.2	<p>Auditing and logging an event in the system must include, at a minimum:</p> <ul style="list-style-type: none"> • Successful and unsuccessful logons to application • Security Configuration changes (add, delete users, change roles/group permissions, etc.) • Sensitive business transaction/functions (e.g., override approvals) • All logged information is handled securely and protected as per its data classification 		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments/ Indicate Any Compensating Controls if Requirements Not Met
7.3	<p>The event parameters logged must include:</p> <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event 		
7.4	Audit logs must be compliant with the applicable retention schedule and regulatory requirements		
8.0	Reference		
8.1	County Web Application Secure Coding Standards		
8.2	County Password Security Standard		
8.3	Database Security Standard		
8.4	County Windows Server Baseline Security Standard		

SCHEDULE C.4

SOLUTION RESPONSE-TIME REQUIREMENTS

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SCHEDULE C.4

SOLUTION RESPONSE-TIME REQUIREMENTS

Automated Booking Solution Module (ABSM)		
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
1	Web application load time	Five seconds maximum
2	Login	Five seconds maximum
3	Search and display record	Ten seconds maximum
4	Import/populate record to Livescan from ABS	Thirty seconds maximum

Livescan LogIn Times		
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
5	Login (password)	Six seconds maximum
6	Login (biometric)	Five seconds maximum

Livescan Application		
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
7	Load time from application launch to login ability	Sixty seconds maximum
8	Open a record to edit	Ten seconds maximum
9	Compile NIST package, submit Transaction Record and NIST to respective systems	Thirty seconds maximum

Fingerprint Image Capture Times		
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
10	Flat single (Requirement #22.1)	Two seconds maximum
11	Rolled Images (Requirement #22.1)	Three seconds maximum
12	Upper or Lower Palm (if not whole hand) (Requirement #22.1)	Three seconds maximum

SCHEDULE C.4

SOLUTION RESPONSE-TIME REQUIREMENTS

13	Whole hand (Requirement #22.2)	Six seconds maximum
14	Time between images	One second maximum

Mug Shot Camera		
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
15	Connection time from Livescan to camera ready for capture	Ten seconds maximum
16	From activating capture mugshot command button, to screen display for review	Ten seconds maximum

Iris Camera		
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
17	Connection time from Livescan to iris camera ready for capture	Ten seconds maximum
18	From activating iris capture command button, to screen display for review	Ten seconds maximum

Printer (Contractor Provided Only, Not Agency Printers)		
Item No.	TRANSACTION DESCRIPTION	RESPONSE-TIMES UNDER PEAK LOAD
19	First page out	Maximum thirty seconds from standby mode

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

DataWorks Plus, LLC

Company Name

728 N. Pleasantburg Drive, Greenville, SC 29607

Address

57-1104887

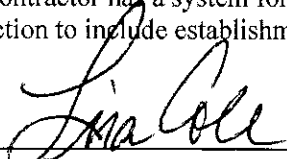
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

	<u>YES</u>	<u>NO</u>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()



Signature

10/14/2019

Date

Lisa Cole / EEO - HR Manager

Name and Title of Signer (please print)

EXHIBIT E

COUNTY ADMINISTRATION

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

EXHIBIT E
COUNTY ADMINISTRATION

COUNTY PROJECT DIRECTOR:

NAME: Derek S. Sabatini

TITLE: Lieutenant

ADDRESS: 12440 E. Imperial Highway, Suite 400W

Norwalk, Ca 90650

TELEPHONE: (562)345-4319

FACSIMILE: (323) 415-7555

E-MAIL ADDRESS: dssabati@lasd.org

COUNTY PROJECT MANAGER:

NAME: Stephan S. Bevan

TITLE: Sergeant

ADDRESS: 12440 E. Imperial Highway, Suite 400W

Norwalk, Ca 90650

TELEPHONE: (562) 345-4452

FACSIMILE: _____

E-MAIL ADDRESS: ssbevan@lasd.org

COUNTY PROJECT EXECUTIVE:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

E-MAIL ADDRESS: _____

EXHIBIT F

CONTRACTOR ADMINISTRATION

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

EXHIBIT F
CONTRACTOR ADMINISTRATION

CONTRACTOR PROJECT DIRECTOR:

NAME: Thomas
TITLE: Director of Engineering
ADDRESS: 728 N. Pleasantburg Dr., Greenville, SC 29607
TELEPHONE: 864-672-2780 x6753
FACSIMILE: 864-672-2787
E-MAIL ADDRESS: trawl@dataworkspus.com

CONTRACTOR PROJECT MANAGER:

NAME: Norm Lockett
TITLE: Product Account Manager
ADDRESS: 728 N. Pleasantburg Dr., Greenville, SC 29607
TELEPHONE: 864-672-2780 x6724
FACSIMILE: 864-672-2787
E-MAIL ADDRESS: trawl@dataworkspus.com

CONTRACTOR PROJECT EXECUTIVE:

NAME: Todd Pastorini
TITLE: Vice President / General Manager
ADDRESS: 728 N. Pleasantburg Dr., Greenville, SC 29607
TELEPHONE: 925-240-9010
FACSIMILE: 925-240-9011
E-MAIL ADDRESS: tpastorini@dataworkspus.com

EXHIBIT G

**ACKNOWLEDGMENT, CONFIDENTIALITY
AND
ASSIGNMENT AGREEMENT**

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY
AND
ASSIGNMENT AGREEMENT

PROJECT NAME Criminal Booking System (CBS) Solution

CONTRACTOR/EMPLOYER NAME DataWorks Plus, LLC

LOS ANGELES COUNTY CONTRACT NAME/NUMBER _____
Criminal Booking System Solution: RFP No. 555-SH

GENERAL INFORMATION

1. The organization identified above (Contractor) is under agreement (Agreement) to provide certain services (Services) to the County of Los Angeles (County). County requires each employee of this Contractor performing services under the Agreement to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement.

EMPLOYEE STATUS ACKNOWLEDGMENT

2. I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Agreement.
3. I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.
4. I understand and agree that I may be required to undergo a criminal background and security investigation(s). I understand and agree that my continued performance of Services under the above-referenced Agreement is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under the Agreement and/or any future contracts.

CONFIDENTIALITY AGREEMENT

5. My work may be concerned with Services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such Services and to proprietary information belonging to other organizations doing business with County (hereinafter, in addition to the definition in Paragraph 18 (Confidentiality and Security) of the Agreement, "Confidential Information"). County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my

employer under the County Agreement. I have read this agreement and have taken due time to consider it prior to signing.

6. I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any Confidential Information obtained while performing work under the above-referenced Agreement between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.
7. I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.
8. I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information including County's Confidential Information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all such confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship, Confidential Information (as also defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. In addition to the definition in Paragraph 41 (Confidentiality) of the Agreement, "Confidential Information" means all information and material disclosed to or known by me as a consequence of my employment with Contractor and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Agreement.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: _____

DATE: ____/____/____

PRINTED: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

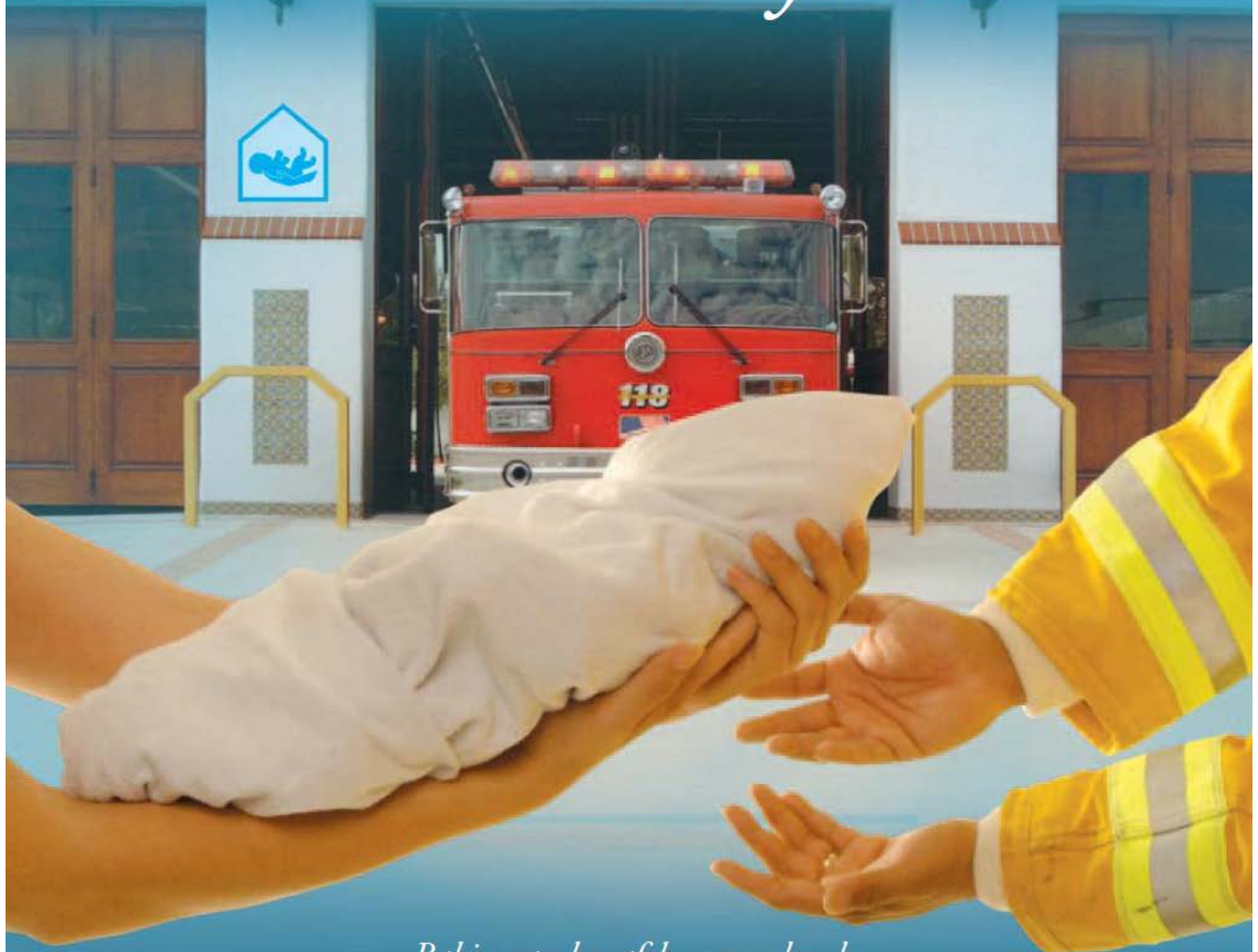
EXHIBIT I

SAFELY SURRENDERED BABY LAW

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

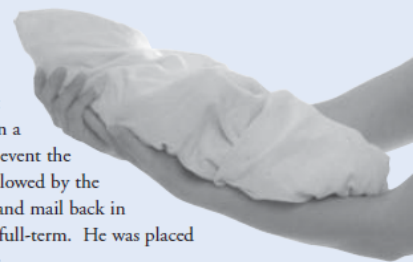
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

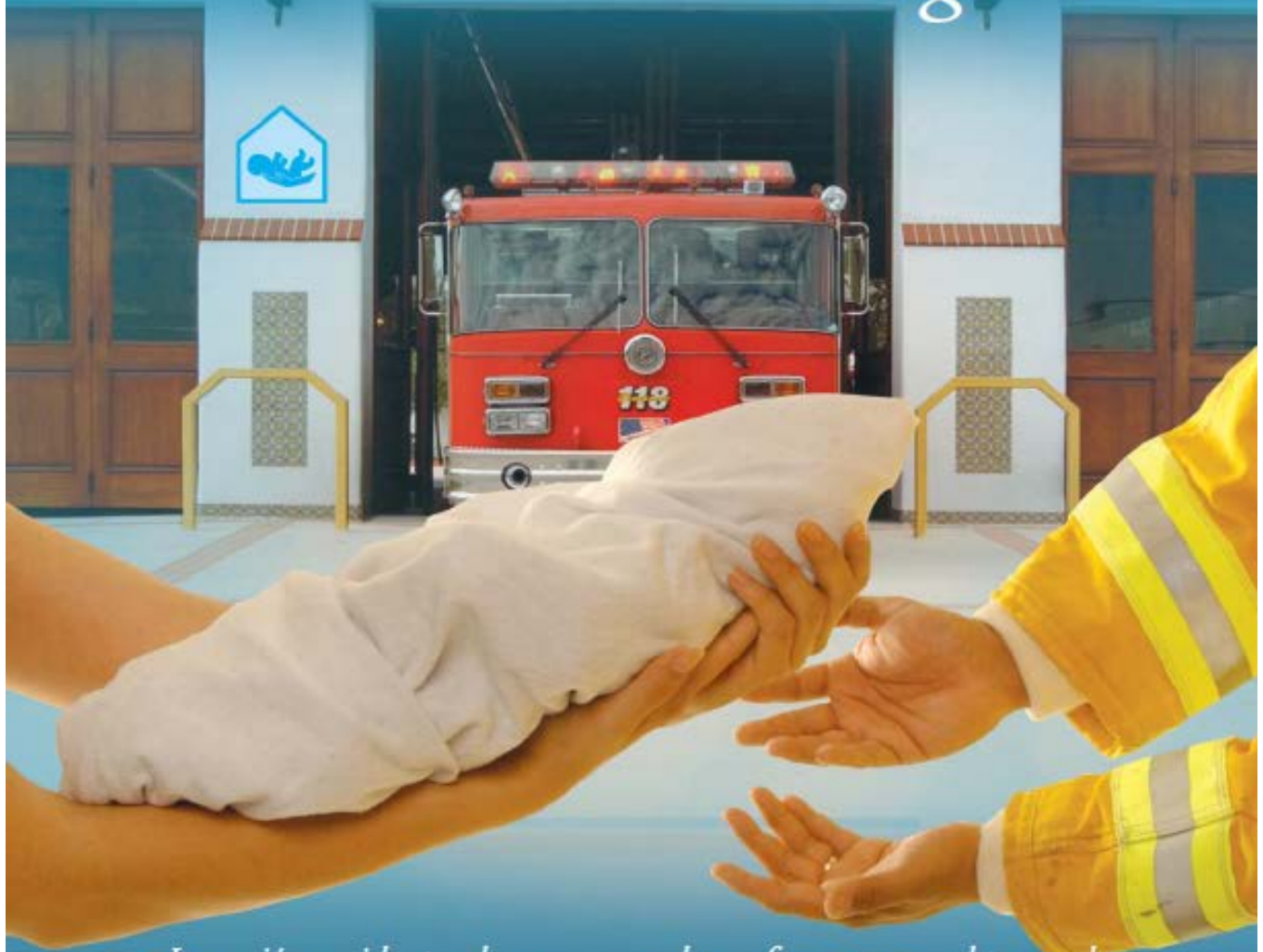
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J

REQUEST for PROPOSALS (RFP) 555-SH

FOR

CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

To Be Incorporated by Reference

EXHIBIT K
CONTRACTOR'S PROPOSAL
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

To Be Incorporated by Reference