County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

April 15, 2008

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

Dear Supervisors:

APPROVE AGREEMENT FOR A PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM AND MAINTENANCE SERVICES WITH PORTER LEE CORPORATION (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

This Board letter serves to execute an Agreement with Porter Lee Corporation for a fixed price deliverable of a web-enabled property, evidence and lab information management system (PRELIMS). This system will enable the Los Angeles County Sheriff's Department (Department) to replace the three separate, redundant and disparate evidence and property tracking systems currently in use with a single system.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Agreement with Porter Lee Corporation to provide, install, and maintain the PRELIMS system for the Department for an amount not to exceed $3,042,745. This Agreement shall become effective upon your Board's approval and continue for six months and five years after the System's Final Acceptance Date (as defined in the Agreement), with a six month extension option, in any increment.

2. Authorize the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Department, including the above extension provision, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the actions will allow the Department to replace the three legacy evidence, property, and lab tracking systems with a single system to support the Department's property, evidence, and laboratory operations, which process approximately 850,000 pieces of evidence and property annually. The Department is responsible for providing services for self-generated evidence, as well as evidence for over 200 local, State and Federal law enforcement agencies.

The PRELIMS will provide a state of the art, scalable, and secure system that will capture complete Chain-of-Custody record and data security requirements required by evidence operations, in addition to supporting the specialized and technical needs of the Department's crime labs. This system will reduce and eliminate redundant data entry; provide the ability to access information quickly and easily; reduce the need for manual reports and ledgers; and grant access to laboratory examination results electronically, which will reduce the number of phone call inquiries.

Implementation of Strategic Plan Goals

The services and purchase provided under this Agreement support the County's Strategic Plan Goal 1, Service Excellence, Goal 3, Organizational Effectiveness, and Goal 4, Fiscal Responsibility. Specifically, the proposed Agreement will strengthen the ability to process and track the growing number of pieces of evidence and property expeditiously and will enable the Department's crime lab to provide quicker responses on the laboratory examination results with less manpower, thus allowing the Department's crime lab personnel more time to work on lab requests.

FISCAL IMPACT/FINANCING

The cost of the system and maintenance is an amount not to exceed $3,042,745, which is funded through NARCO Forfeiture Funds, DNA Capacity Enhancement Grant and Department General Funds over the next seven fiscal years. The cost is based on a Fixed Price Deliverable consisting of acquisition and implementation at $1,863,300 and Maintenance service for five years at $733,000. The amount of Pool Dollars is $446,445, which includes 15 percent of the Agreement sum ($389,445) and Optional Customization ($57,000).

This Agreement has a provision for a Cost of Living Adjustment (COLA) on the Hourly Labor Rate and Daily Labor Rate, and such provision is in accordance with the County's COLA policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement is with Porter Lee Corporation for software application and licensing, customization, implementation, and maintenance of a web-enabled property, evidence and lab information management system. Approval of this Agreement will allow the Department to replace the redundant and disparate property, evidence control, and crime lab management systems currently in place.

The Agreement includes a 20 percent holdback on each of the payment points. The holdback is not released until System Final Acceptance after the system has been thoroughly tested and successful in production without any significant deficiencies for a period of 30 days. The Pool Dollars may be used for (1) customization, interfaces, or modifications to provide new functionality during the term of the Agreement beyond what is required in the functional and technical specifications, (2) additional contractor staff support beyond the amount provided under the Statement of Work during implementation, installation, or in Exhibit F, (3) additional or refresher training beyond what is provided in the Statement of Work, and (4) the three fixed-price options which the Department will determine whether to exercise, including: compatibility with WordPerfect Suite, incorporation of legacy data, and/or compatibility with Crystal reports. All use of Pool Dollars is required to be on a fixed price for deliverable basis except for the following services, which necessitate a time and materials basis: (1) Requirements Definition, Gap Analysis, or Application Design to meet unplanned business requirements, (2) production customization to meet unplanned business requirements, (3) training in the use of Custom Programming Modifications, (4) contractor staff support during implementation or installation of Custom Programming Modifications. For any expenses, which are provided on a time and materials basis, Porter Lee Corporation is required to provide a not-to-exceed cost.

Porter Lee Corporation has been notified and is in compliance with all Board, Chief Executive Office, and County Counsel requirements, including Jury Service and Safely Surrendered Baby Law.

The Chief Information Officer and County Counsel have reviewed and approved the Agreement.

CONTRACTING PROCESS

On August 2, 2007, the Department released the Request for Proposals (RFP) and sent notification, via RFP Bulletin Number One, to 13 vendors, through the U.S. mail and/or by e-mail. The solicitation was posted on the Los Angeles County and Department's websites. A mandatory conference was held on August 9, 2007, at which six vendors were in attendance.

On September 7, 2007, the solicitation closed and the Department received one proposal. An evaluation committee, including experts in data systems, evidence, and lab information technology was assembled to review and assess the proposal. Upon completion of this assessment, it was determined that Porter Lee Corporation's proposal met the Mandatory Minimum Requirements, as well as other technical requirements identified in the RFP.

Porter Lee Corporation was invited to give a presentation and demonstration of its proposal based on a script provided by the Department. From November 13 -15, 2007, a presentation and demonstration was held. Department members in attendance included members of the evaluation committee, as well as other subject matter experts.

Upon final review of the proposal and demonstration, it was determined by the evaluation committee that Porter Lee Corporation was qualified and offered the product and services as required in the RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department's operations and services.

CONCLUSION

Upon approval by your Board, please return three (3) adopted copies of this action and three (3) adopted copies of the Agreement to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed by:

RICHARD SANCHEZ
INTERIM CHIEF INFORMATION OFFICER

76530

AGREEMENT

FOR

PROPERTY, EVIDENCE AND LAB INFORMATION MANAGEMENT SYSTEM (PRELIMS)

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PORTER LEE CORPORATION

60 of APRIL 15, 2008

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Porter Lee Corporation, a corporation organized under the laws of Delaware, located at 1901 Wright Boulevard, Schaumburg, Illinois, 60193 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department is responsible for processing evidence and property for itself as well as over 200 local, state and federal law enforcement agencies; and

WHEREAS, the Department currently uses three separate evidence and property tracking systems; and

WHEREAS, there is a need to replace the three legacy evidence and property tracking systems with a single property, evidence and forensic lab information management system to support the Department' evidence, property and laboratory operations; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide, install, and maintain a property, evidence, and forensic lab information management system; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

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1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through J, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. 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, such conflict or inconsistency shall be resolved by giving precedence first to this

base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1.	Exhibit A –	Additional Terms and Conditions
1.2.2.	Exhibit B –	Statement of Work
1.2.3.	Exhibit C –	Price and Schedule of Payments
1.2.4.	Exhibit F --	Maintenance & Support
1.2.5.	Exhibit G --	Change Order
1.2.6.	Exhibit H --	Invoice Discrepancy Report
1.2.7.	Exhibit I	Task/Deliverable Acceptance Certificate
1.2.8.	Exhibit D –	Contractor's EEO Certification
1.2.9.	Exhibit E1–	Contractor Acknowledgement and Confidentiality Agreement
	Exhibit E2 -	Contractor Employee Acknowledgement and Confidentiality Agreement
	Exhibit E3 -	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
1.2.10.	Exhibit - J	Contractor's Response to the RFP #339-SH (Not Attached)

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

2.2 "Application Software" means the Baseline Software and each component thereof and, as applicable, Third Party Software, each as modified pursuant to this Agreement, the Statement of Work, or any approved Change Order or amendment, including as modified by the Customizations and, as applicable, Custom Programming Modification and Updates. The Application Software is and becomes a component of the System Software.

2.3 "Baseline Software" means Contractor's proprietary Commercial Off-the-Shelf (COTS) property, evidence and lab information management system computer programs as described more fully in Exhibit J (Contractor's Response to the RFP #339-SH), without any Customizations or Interfaces thereto. Such Baseline Software is Licensed by the County pursuant to this Agreement, and is and becomes a component of the System Software.

2.4 "Board" means the Los Angeles County Board of Supervisors.

2.5 "Business Day" means Monday through Friday, excluding County observed holidays.

2.6 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)

2.7 "CIO" means County's Chief Information Officer.

2.8 "Compatible" has the meaning set forth in Paragraph 14 (Minimum System Requirements)

2.9 "Contractor Key Personnel" has the meaning set forth in Paragraph 4.3.2

2.10 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.11 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

2.12 "Contractor Technical Staff" has the meaning set forth in Paragraph 4.3.2.

2.13 "County" has the meaning set forth in the Recitals.

2.14 "County Counsel" means County's Office of the County Counsel.

2.15 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

2.16 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).

2.17 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).

2.18 "Custom Programming Modifications" has the meaning set forth in Paragraph 16.2 (Professional Services).

2.19 "Customization" means the customizations or modifications to the Baseline Software, developed by Contractor specifically for the Work required and provided as a Deliverable under the Statement of Work. Such Customizations are and become a component of the System Software.

2.20 "Deficiency" has the meaning set forth in Paragraph 17 (Deficiencies).

2.21 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or amendment.

2.22 "Department" has the meaning set forth in the Recitals.

2.23 "Disabling Device" has the meaning set forth in Paragraph 12.8 of Exhibit A (Additional Terms and Conditions).

2.24 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.25 "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the System Software or that are required to be provided by Contractor under this Agreement.

2.26 "Downtime Credits" has the meaning set forth in Exhibit F (Maintenance & Support).

2.27 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.

2.28 "Holdback Amount" has the meaning set forth in Paragraph 10.3 (Holdbacks).

2.29 "Hourly Labor Rate" or "Daily Labor Rate" means, for Contractor's personnel, the fully burdened hourly or daily rate set forth in Exhibit C (Price and Schedule of Payments), which rate includes an allocated average of direct and indirect costs,

overhead, administrative expenses, any and all out-of-pocket expenses and any other incidental expenses attributable to each personnel hour worked for the Hourly Labor Rate, and to each eight hour period worked for the Daily Labor Rate.

2.30 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.31 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.32 "Interfaces" means the software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules which are (a) required to be provided by Contractor as Work under the Statement of Work, or (b) requested by County to be provided by Contractor as Professional Services pursuant to Paragraph 6 (Change Orders and Amendments) and Paragraph 16.2 (Professional Services), in each case, which Interfaces are and become a component of the System Software.

2.33 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).

2.34 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.35 "License" has the meaning set forth in Paragraph 11 (Ownership: License).

2.36 "Maintenance Services" has the meaning set forth in Paragraph 16.1 (Post Implementation Support, Maintenance and Professional Services) and the attached Exhibit F (Maintenance & Support).

2.37 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.38 "Natural Degeneration" has the meaning set forth in Paragraph 12 (Self Escrow).

2.39 "Notice of Delay" has the meaning set forth in Paragraph 53.0 of Exhibit A (Additional Terms and Conditions).

2.40 "Operating System Software" has the meaning set forth in Paragraph 14 (Minimum System Requirements).

2.41 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.42 "Optional Application Customization" has the meaning set forth in Paragraph 16.2 (Professional Services).

2.43 "Pool Dollars" has the meaning set forth in Paragraph 8.4 (Pool Dollars).

2.44 "Post Implementation Support" has the meaning set forth in Exhibit F (Maintenance & Support).

2.45 "Professional Services" has the meaning set forth in Paragraph 16.2 (Professional Services).

2.46 "Project Control Document" has the meaning given to the defined term "PCD" in the Statement of Work.

2.47 "Project Status Reports" has the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor).

2.48 "Replacement Product" has the meaning set forth in Paragraph 61 (Continuous Product Support) of Exhibit A (Additional Terms and Conditions).

2.49 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.50 "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created and that enable creation of such code. Unless otherwise noted, references in this Agreement to Source Code are to Source Code for the System Software.

2.51 "Specifications" means the specifications for the System Software as set forth in this Agreement, the Statement of Work, the Documentation, and any approved Change Order or amendment, including specifications regarding Custom Programming Modifications and Interfaces and specifications regarding System Hardware and Operating System Software Compatibility.

2.52 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.53 "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any approved Change Order or amendment.

2.54 "System Final Acceptance" has the meaning set forth in Paragraph 5.4.4 (System Final Acceptance).

2.55 "System Final Acceptance Date" has the meaning set forth in Paragraph 5.4.4 (System Final Acceptance).

2.56 "System Go-Live" shall have the meaning set forth in Paragraph 5.4.1 (System Go-Live).

2.57 "System Go-Live Date" shall have the meaning set forth in Paragraph 5.4.1 (System Go-Live).

2.58 "System Hardware" has the meaning set forth in Paragraph 14 (Minimum System Requirements).

2.59 "System Software" means the computer programs conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Agreement, which computer programs include Third Party Software, Baseline Software, Application Software, Customizations, Interfaces, and executable object code, but does not include Source Code. System Software also includes any and all Updates, Custom Programming Modifications, extensions, and components provided from time to time to any of the foregoing by Contractor

2.60 "System Warranty Period" has the meaning set forth in Paragraph 15 (System Software Warranty).

2.61 "Task" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or amendment. (Task is defined separately in the Glossary of Terms, Exhibit 3 of the Statement of Work, for work performed by laboratory staff)

2.62 "Task/Deliverable Acceptance Certificate" means the certificate issued by County upon Contractor's satisfactory completion of the applicable Tasks, Subtasks, Deliverables, goods, and services and other Work in accordance with the requirements, Specifications, and timetables set forth in the Statement of Work or any approved Change Order or amendment, a form of which is attached hereto as Exhibit I (Task/Deliverable Acceptance Certificate).

2.63 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.64 "Term" has the meaning set forth in Paragraph 7 (Term).

2.65 "Third Party Software" has the meaning set forth in Paragraph 13 (Third Party Software).

2.66 "Time and Material Changes" has the meaning set forth in Paragraph 6.4 (Time and Materials Changes).

2.67 "Updates" means

2.67.1 any upgrades, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Customizations and Custom Programming Modifications, to the System Software, excluding, however, upgrades, enhancements, improvements, or modifications to Third Party Software functionality that is not included in the Third Party Software functionality bundled into the System Software;

2.67.2 any updates or modifications required during the Term in order for the System Software to remain in compliance with applicable federal laws and regulations; and

2.67.3 any updates or modifications required in order for the System Software to achieve compliance with applicable state and local laws and regulations in effect as of the date County and Contractor mutually agree upon the design specifications.

Any Update delivered by Contractor to County is and shall become a component of the System Software.

2.68 "Web-enabled Production Cutover" has the meaning set forth in Paragraph 5.4.3_ (Web-enabled Production Cutover).

2.69 "Work" means any and all Tasks, Subtasks, Deliverables, Customizations, Interfaces, Custom Programming Modifications, goods, Professional Services, Time and Materials Changes and other services performed by or on behalf of Contractor in order to develop and deliver to County the System Software, including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

3.1.1 "County Project Director" for this Agreement shall be the following person:

Commander Earl M. Shields
Los Angeles County Sheriff's Department
Technical Services Administrative Headquarters
12440 E. Imperial Highway, Suite 650
Norwalk, CA 90650

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.1.5 County Project Director, in County Project Director's discretion, may grant Contractor extension of time in writing for the Work or deadlines listed in the Statement of work or otherwise in this Agreement provided that such extension shall not extend the Term of this Agreement.

3.2 County Project Manager.

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Janis Manolis
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Manager is not authorized to make any

changes in any of the terms and conditions of this Agreement nor further obligate County in any respect whatsoever.

3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager, in County Project Manager's discretion, may grant Contractor extension of time in writing for the Work or deadlines listed in the Statement of work or otherwise in this Agreement provided that such extension shall not extend the Term of this Agreement

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Tim Smith
Porter Lee Corporation
1901 Wright Boulevard
Schaumburg, Illinois 60193

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director as determined by County Project Director or County Project Manager, in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager.

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Sarah Mikolajczyk
Porter Lee Corporation
1901 Wright Boulevard
Schaumburg, Illinois 60193

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement. Contractor Project Manager shall ensure that all reports are submitted as specified in the Statement of Work.

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer with County as necessary, but no less frequently than weekly, unless otherwise specified by County Project Director or County Project Manger.

4.3 Approval of Contractor's Staff.

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including but not limited to (collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for

cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

4.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor.

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with minimum weekly written reports ("Project Status Reports") which contain the information set forth in Subtask 3.1.2 of the Statement of Work, and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5. WORK; APPROVAL AND ACCEPTANCE

General

5.1 Contractor acknowledges that, subject to the remainder of this Paragraph 5, all Work performed under this Agreement is payable on a fixed price basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments). Notwithstanding anything herein to the contrary, Contractor must complete all Work required pursuant to this Agreement in order to complete and deliver to County the System Software. Contractor further acknowledges that the Specifications set forth in the Statement of Work and attachments are functional Specifications and that it is Contractor's responsibility and risk to design, achieve, and timely deliver the System Software. Without limiting the generality of the foregoing, to the extent requested by County, Time and Materials Changes shall be provided, and are approved and payable, on a time and materials basis in accordance with the terms and conditions of this Agreement, including Paragraph 5.3 (Approval: Time and Materials Work), Paragraph 6.4 (Time and Materials Changes), and Paragraph 10 (Invoices and Payments).

5.2 Subject to Paragraph 5.3 (Approval: Time and Materials Work), upon completion of particular Tasks, including all applicable Subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this

Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit I (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, including the Statement of Work and the Project Control Document, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. County Project Director shall endeavor reasonably to approve or disapprove particular Tasks, Deliverables and other Work provided by Contractor pursuant to this Agreement within the time frames set forth in the Project Control Document, or if none, within thirty (30) days from the date of Contractor's submission of the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task or Deliverable prior to execution of the Task/Deliverable Acceptance Certificate for such Task or Deliverable.

5.3 Approval: Time and Materials Work. For Time and Materials Changes, which is the only Work that is permissible time and materials based Work under this Agreement, upon full completion of the particular Task or Deliverable in respect of the applicable Time and Materials Change, Contractor shall submit a Task/Deliverable Acceptance Certificate to County Project Director, together with any supporting documentation reasonably requested by County Project Director, for County Project Director's written approval. All Time and Materials Changes shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, including the Statement of Work, the Project Control Document, and the Change Order, as applicable, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. County Project Director shall endeavor reasonably to approve or disapprove particular Tasks, Deliverables and other Work provided by Contractor pursuant to this Agreement within the time frames set forth in the Project Control Document, or if none, within thirty (30) days from the date of Contractor's submission of the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting Time and Materials Changes prior to execution of the Task/Deliverable Acceptance Certificate for such Time and Materials Change, as applicable. In respect of Time and Materials Changes that are to be completed after System Final Acceptance, County shall not be liable for payment of the cumulative Holdback Amount applicable to such Time and Materials Change prior to County's execution of the final Task/Deliverable Acceptance Certificate applicable to such Work.

5.4 Specific Approval and Acceptance.

5.4.1 System Go-Live. Contractor shall achieve System Go-Live with respect to the Customizations, Interfaces, implementation, integration, training, and other Work associated with the System on or before the date set forth in the Project Control Document. Contractor shall achieve "System Go-Live" upon successful completion of all of the following: (a) its completion and delivery of all Work associated with the System Go-Live requirements for the System, including installing, implementing, and testing all Customizations and Interfaces applicable, except for Web-enabled Production Cutover; (b) successful implementation of all functions and features of the System has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates associated with the Tasks and Deliverables indicated in Exhibit C up to and including System Go-Live (the date of satisfaction of the foregoing, including written approval thereof, shall be referred to as the "System Go-Live Date").

5.4.2 System Initial Acceptance. Contractor shall achieve System Initial Acceptance on or before the date specified in the Project Control Document. Contractor shall achieve "System Initial Acceptance" upon successful completion of all the following: (a) System Go-Live; (b) all System functions except Web-enabled Production Cutover have been provided, installed, and operates in County's production environment with no Deficiencies more severe than Severity Level "3" Deficiency (as defined in Exhibit F (Maintenance & Support)) for no less than one uninterrupted thirty (30) day period; (c) one hundred percent (100%) of the Severity Level "3" Deficiencies identified by the County Project Director have been remedied pursuant to Paragraph 17.3 (Deficiencies: Approval) and at least seventy five percent (75%) of the cumulative Severity Level "4" Deficiencies identified by County Project Director have been remedied pursuant to Paragraph 17.3 (Deficiencies: Approval), which Deficiencies targeted for remedy shall be prioritized by County Project Director; and (d) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of System Initial Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "System Initial Acceptance Date").

5.4.3 Web-enabled Production Cutover. Contractor shall achieve Web-enabled Production Cutover on or before the date set forth in the Project Control Document. Contractor shall achieve "Web-enabled Production Cutover" upon successful completion of all of the following: (a) its completion and delivery of all Work associated with the Web-enabled Production Cutover

requirements for the System, including installing, implementing, and testing all Customizations and Interfaces applicable; (b) successful implementation of all functions and features of the System has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates associated with the Tasks and Deliverables indicated in Exhibit C up to and including Web-enabled Production Cutover (the date of satisfaction of the foregoing, including written approval thereof, shall be referred to as the "Web-enabled Production Cutover Date").

5.4.4 System Final Acceptance. Contractor shall achieve System Final Acceptance on or before the date specified in the Project Control Document. Contractor shall achieve "System Final Acceptance" upon successful completion of all the following: (a) Web-enabled Production Cutover; (b) its completion and delivery of all Work and testing protocols associated with System Final Acceptance; (c) successful implementation of all functions and features and successful achievement of all testing protocols has been verified by Contractor; (d) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of System Final Acceptance; (e) all System functions including Web-enabled Production have been provided, installed, and operates in County's production environment with no Deficiencies more severe than Severity Level "3" Deficiency (as defined in Exhibit F (Maintenance & Support)) for no less than one uninterrupted thirty (30) day period; and (f) one hundred percent (100%) of the Severity Level "3" Deficiencies identified by the County Project Director between System Go-live Date and System Final Acceptance have been remedied pursuant to Paragraph 17.3 (Deficiencies: Approval) and at least seventy five percent (75%) of the cumulative Severity Level "4" Deficiencies identified by County Project Director between System Initial Acceptance and System Final Acceptance have been remedied pursuant to Paragraph 17.3 (Deficiencies: Approval), which Deficiencies targeted for remedy shall be prioritized by County Project Director; (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "System Final Acceptance Date").

6. CHANGE ORDERS AND AMENDMENTS

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 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, payments, or any other term or condition included under this Agreement, or for a change which adds an Optional Application Customization, a Change Order shall be executed by both County Project Director and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director or County Project Manager, in County Project Director or Manager's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not (a) cause Contractor to fail to achieve System Go-Live or System Final Acceptance by the dates required therefore, subject to Paragraphs 53 (Notice of Delay) and 2 (Dispute Resolution) of Exhibit A, or (b) extend the Term of this Agreement.

6.1.2 For any change that (a) materially affects any term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions) the cost for which would exceed the Pool Dollars, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.3 Without limiting Paragraphs 6.1.1 or 6.1.2 for any (a) change related to Deliverable due dates, or (b) other change related solely to the scope of Work, including for example a change in the number of days of on-site versus off-site technical assistance, provided such Professional Services or change is to be effected through the use of, and will not exceed, the available Pool Dollars, then in either instance a Change Order shall be mutually agreed upon and executed by Contractor Project Director and the County Project Director, with written concurrence of the County Counsel.

6.2 Change Order. Any "Change Order" proposed or executed by the parties shall be in the form attached hereto as Exhibit G (Change Order) and shall include:

6.2.1 a functional description of the Work to be performed under the Change Order and a statement, signed by Contractor Project Director, which statement explains and certifies that such Work is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System Software;

6.2.2 if for fixed price changes, other than Optional Application Customization, for which the mutually agreed-upon fixed price is indicated in Exhibit C (Price and Schedule of Payments), including for Custom Programming Modifications and Interfaces, a quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule and Contractor staff and estimated personnel hours recommended for completion of such Work, and the balance of Pool Dollars both before and after giving effect to the Change Order;

6.2.3 if for Time & Materials Changes, (a) a statement of the amount of Pool Dollars allocated to the particular Change Order which amount is a "not to exceed" price for completion and delivery of the requested Work, (b) a monthly budget for Work to be performed pursuant to such Change Order from commencement to completion, including Contractor staff and estimated personnel hours recommended for completion of such Work, (c) the balance of Pool Dollars both before and after giving effect to the Change Order, and (d) a proposed Task and Deliverable completion schedule. The requirements of this Paragraph 6.2.3 shall not apply to Time and Materials Changes for Maintenance and Support provided to remedy Critical or Severe Failures outside of the hours indicated in Exhibit F;

6.2.4 a description of and Contractor's cost of any (a) applicable hardware, (b) third party software, or (c) other materials required to complete the requested Work;

6.2.5 if for Custom Programming Modifications or Interfaces, functional System Software Specifications;

6.2.6 final delivery date for completed Work, including any post-delivery acceptance period as may be applicable; and

6.2.7 if applicable, a revised Task and Deliverable completion schedule under the Statement of Work for the remaining Work (*i.e.*, other than the Work requested under the Change Order).

6.3 Price Quotations. Contractor's quotations under the proposed Change Order, whether fixed price or time and materials under Paragraphs 6.2.2 or 6.2.3, as applicable, shall be valid for sixty (60) days from the date of submission to County.

6.4 Time and Materials Changes. As a general matter, the parties agree that Change Orders will be based on a fixed price basis payable by County for completion of the requested Work. However, time and materials Change Orders are permitted for the following Professional Services only: (a) training in the use of Custom Programming Modifications, (b) Contractor staff support during

implementation or installation of Custom Programming Modifications, (c) requirements definition, gap analysis, and/or application design to meet unplanned business requirements, (d) production customization to meet unplanned business requirements, and (e) services provided to remedy Critical or Severe Failures (as defined in Exhibit F (Maintenance & Support) that occur outside of the work hours provided therein (the Work described in clauses (a) through (e) collectively is referred to as "Time and Materials Changes". If the parties agree and execute a Change Order in respect of a Time and Materials Change under Paragraph 6.2.3, then Contractor shall provide County Project Director and County Project Manager twice monthly Project Status Reports and a final Project Status Report for such Time and Materials Change that, in addition to the relevant information required under the Statement of Work, details on a "budgeted" and "actual" basis, the amount of fees, and the cost of materials purchased. In no event will Contractor accrue fees, costs, and expenses in excess of the Pool Dollars allocated to such Change Order without written approval of the County Project Manager and the written concurrence of the County Counsel.

6.5 Directed Work. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 8.1 (General) and Paragraph 10 (Invoices and Payments).

6.6 Audit of Change Order Work. County is entitled to audit, in accordance with Paragraph 42 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. **TERM** The term of this Agreement shall commence upon the Effective Date and shall continue for a period of five (5) years after the termination of the Warranty unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to six additional one (1) month periods in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term is within three (3) months from expiration as provided for in this Paragraph 7 (Term).

8. PRICES AND FEES.

8.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Effective Date and continuing up to and including the System Final Acceptance Date, including the aggregate Maintenance Fees beginning at the termination of the Warranty.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System Software and all Work and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed $3,042,745.00 and shall be allocated as set forth in Exhibit C (Price and Schedule of Payments) which allocation shall include an itemization of the amount to be paid for, without duplication: (a) Customizations, (b) Interfaces, (c) System Software implementation, (d) Professional Services Time and Materials Work, (e) Maintenance Services, and (f) applicable Taxes, if any. Exhibit C (Price and Schedule of Payments) further shall include an itemization of Pool Dollars and applicable Hourly Labor Rate or Daily Labor Rate as applicable. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, including for time and materials Work, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule the System Software. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's risk responsibility to design, achieve and timely deliver the System Software. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

8.3 Maintenance Fees. Exhibit C (Price and Schedule of Payments) includes the Aggregate Maintenance Fees payable under the Agreement in respect of Maintenance Services. Maintenance Fees cover Maintenance Services for each annual period following the termination of the Warranty. Maintenance Fees will be invoiced in six (6) month increments. In respect of Post Implementation Support, the County shall pay the amount stated in Exhibit C (Price and Schedule of Payments) for Post Implementation Support at the System Go-Live Date. Post Implementation Support shall continue until the later of six (6) months or the System Final Acceptance Date. County and Contractor expressly acknowledge, however, that Contractor will not be required to reimburse County any portion of the Post Implementation Support payment if System Final Acceptance Date occurs earlier than six (6) months after the Post Implementation Support begins nor will County be obligated to make additional payments to Contractor in respect of such Post Implementation Support if the actual period of Post

Implementation Support is longer than six (6) months. Contractor acknowledges and agrees that Downtime Credits may be assessed by County to Contractor should Contractor fail to provide Maintenance Services in accordance with the timetables set forth in Exhibit F (Maintenance & Support).

8.4 Pool Dollars. Exhibit C (Price and Schedule of Payments) includes the aggregate pool dollars available for Change Orders or for the purchase by County of Professional Services in accordance with Paragraph 16.2 (Professional Services) (collectively, "Pool Dollars").

8.5 Adjustments to Hourly Labor Rate and Daily Labor Rate. Commencing one year from the Effective Date, the Hourly Labor Rate and the Daily Labor Rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles – Riverside – Orange County Area for the most recently published percentage change for the twelve (12) month period preceding the anniversary of the Effective Date, which shall be the effective date for any such adjustment. However, any increase shall not exceed the general annual percentage salary change granted to County employees as determined by County's Chief Executive Office as of the prior July 1. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, Contractor acknowledges that there shall be no corresponding adjustment to the Hourly Labor Rate or the Daily Labor Rate.

8.6 Taxes. The amounts set forth on Exhibit C (Price and Schedule of Payments) include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local Taxes on all System Software and other Work procured by County from Contractor. In addition, County shall be liable for Taxes for Updates and upgrades that are not transmitted to the County electronically, but only to the extent such Taxes are required by law. County shall not be liable or responsible for reimbursement of any Taxes associated with such procurement except as set forth on Exhibit C (Price and Schedule of Payments). Contractor will be solely liable and responsible for, 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, and, accordingly, shall not invoice County for any such Taxes.

9. **COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS** Notwithstanding any other provision of this Agreement, either expressly or by implication, 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 the Board 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 this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall

endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

Submission of Invoices. Contractor shall invoice County upon completion of Tasks, Subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), Exhibit F (Maintenance & Support), or any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 5 (Work; Approval and Acceptance). With regard to Maintenance Services, Contractor shall invoice County with respect to the Maintenance Fees, on a six (6) month basis for each six (6) month period commencing with the end of the Warranty period. Contractor shall mail an original and submit one copy, by mail, facsimile or electronic mail transmission, of the invoice for payment for services to the following addresses:

ORIGINAL:

Los Angeles County Sheriff's Department
Jan Manolis, County Project Manager
4700 Ramona Boulevard
Monterey Park, CA 91754

COPY:

Los Angeles County Sheriff's Department
Fiscal Administration
Joyce De La Merced
4700 Ramona Boulevard
Monterey Park, CA 91754

E-mail or fax copy to:

Los Angeles County Sheriff's Department
Fiscal Administration
Mai Tu
MTTu@lasd.org

Fax No.: (323) 415-2511

10.2 Detail. Each invoice submitted by Contractor shall include:

10.2.1 The Tasks, Subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Price and Schedule of Payments) for which payment is claimed, including a copy of the fully executed Task/Deliverable Acceptance Certificate evidencing County Project Director's approval of such Work, and the amount of payment therefor.

10.2.2 If the invoice is for Professional Services for Custom Programming Modifications or for any other Work for which Pool Dollars and a fixed price Change Order will be utilized, a copy of the applicable Change Order, executed by the applicable representative of County (see Paragraph 6 (Change Orders and Amendments)), permissible, a copy of the fully executed Task/Deliverable Acceptance Certificate evidencing County Project Director's approval of such Work, and any additional supporting documentation reasonably requested by County. The invoice further shall include the cumulative amount of Pool Dollars charged to County to date and the remaining Pool Dollars available for use in connection with this Agreement generally.

10.2.3 If the invoice is for Time and Materials Changes, a copy of the applicable Change Order executed by the applicable representative of County (see Paragraph 6 (Change Orders and Amendments)), a copy of the applicable final Project Status Report, a statement of all fees accrued calculated using the Hourly Labor Rate or Daily Labor Rate, as applicable, Contractor's costs for materials purchased (on an item-by-item basis), a copy of the fully-executed Task/Deliverable Acceptance Certificate evidencing Contractor's completion of such Work and County Project Director's approval of such Work and any additional supporting documentation reasonably requested by County. The invoice further shall include, if applicable, the cumulative amount of Pool Dollars charged to County to date for the particular Time and Materials Change, as well as the cumulative amount of Pool Dollars charged under this Agreement, and the remaining Pool Dollars available for use in connection with this Agreement generally.

10.2.4 If the invoice is for Post Implementation Support or Maintenance Services, a statement by Contractor that a Task/Deliverable Acceptance Certificate is not applicable for this reason.

10.2.5 Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under this Agreement or, if for a Time and Materials Change to be completed after System Final Acceptance, the cumulative Holdback Amount accrued under the applicable Change Order.

10.2.6 Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Downtime Credits assessed in accordance with Exhibit F (Maintenance & Support).

10.3 Holdbacks. Except for invoices for the Application Base Price, Licensing Costs and Maintenance Fees, County will hold back twenty percent (20.00%) of the dollar amount of each invoice, (the "Holdback Amount"), approved by County, including invoices for Change Orders. Other than for Change Orders that the parties intend will be completed after System Final Acceptance, the aggregate Holdback Amount will be due and payable to Contractor following System Final Acceptance, subject to adjustment for any amounts owed to County by Contractor, including any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (County's Right to Withhold), Downtime Credits (Exhibit F – Maintenance & Support) and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder. As to Change Orders that are to be completed after System Final Acceptance, the aggregate Holdback Amount for such Change Order will be due and payable to Contractor upon final acceptance by County of the Work provided under such Change Order.

10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task, Subtask or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task, Subtask or Deliverable, or other Work. Except with regard to Maintenance Services and permissible time and materials Work, no partial or progress payments towards anticipated or substantial completion of Tasks, Subtask or Deliverables, or other Work, will be made under this Agreement.

10.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR"), a form of which is attached hereto as Exhibit_H (Invoice Discrepancy Report), to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director. If County Project Director does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. OWNERSHIP; LICENSE

11.1 Ownership. County acknowledges that all proprietary and intellectual property rights, title and interest, including in copyright, in and to the original and copies of the System Software and the Documentation provided to County pursuant to this Agreement, other than Third Party Software (which software shall remain the property of the applicable third party, subject to County's License), or any changes or modifications to such System Software by Contractor are and shall remain the exclusive property of Contractor, and all such System Software is subject to the License granted to County pursuant to this Paragraph 11 (Ownership; License).

11.2 License. Contractor grants to County, effective as of the Effective Date and except as limited by Paragraph 11.3 (Fully-Paid License to the System Software), a perpetual, nonexclusive, irrevocable license (the "License"):

11.2.1 To use, install, integrate with other software, operate, and execute the System Software on an unlimited number of computers, servers, local area networks and wide area networks for use by an aggregate number of concurrent users not to exceed two hundred and fifty (250) with a user base of ten thousand (10,000) named users;

11.2.2 To archive and make sufficient numbers of copies of the System Software as is necessary for County to enjoy and exercise fully its rights under this Agreement and the License;

11.2.3 To use, modify, copy, and display the Documentation, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License;

11.2.4 For the purpose of modifying existing reports, creating new reports, and creating or modifying interfaces for transferring data to and from other systems, to access System Software Source Code and use, copy, modify, and create derivative works from the relevant portions of such Source Code, which Source Code will be provided pursuant to Paragraph 12;

11.2.5 To use, modify, and copy the Source Code as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License; provided, however, that without limiting the rights granted pursuant to Section 11, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 11.2.5 unless and until the occurrence of any act that causes or results in, or entitles County to, a release of the Source Code from escrow pursuant to Paragraph 12 (Source Code).

11.2.6 To permit third party access to the System Software, the Documentation, the Source Code, 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 Maintenance Services, Professional Services, or other support of the System Software; provided, however, County covenants and agrees that it shall not exercise any of the rights contained in this Paragraph 11.2.6_ unless and until the occurrence of any act that causes or results in, or entitles County to, a release of the Source Code from escrow pursuant to Paragraph 12 (Source Code).

11.3 Fully-Paid License to the System Software. Upon (a) the System Final Acceptance Date, and (b) County's payment to Contractor of all approved invoiced amounts for License, Customizations and Interfaces required to be provided pursuant to this Agreement, this License is and shall be a fully paid, irrevocable License to the System Software and the Source Code as a whole, in each case, as modified by the Work performed under this Agreement, which License survives the termination or expiration of this Agreement for any reason.

11.4 Delivery of Source Code. From time to time within ten (10) days of any notice by County to Contractor, Contractor shall deliver to County's Project Manager, the relevant portions of the Source Code, as reasonably determined by Contractor but subject to County review, necessary or useful to County's exercise of its License rights pursuant to Paragraph 11.

12. SOURCE CODE

12.1 Self Escrow. Contractor shall deposit with County the Source Code for all System Software (including the Baseline Software, Application Software, Customizations, Interfaces, and Custom Programming Modifications), other than System Software which constitutes Third Party Software. In addition, Contractor shall also deposit with County the Source Code for any and all Updates to the System Software, other than to System Software which constitutes Third Party Software, promptly after delivery to County, for any reason whatsoever, of the corresponding object code. Contractor's duty to deposit the Source Code with County shall continue throughout the Term and Contractor shall keep all Source Code for the System Software, other than Third Party Software, current and equivalent to the System Software, other than Third Party Software, then being executed by County. Except as provided in Paragraphs12.2 (Release Conditions) and 12.3 (County's Right to Verify Source Code), County shall hold the Source Code in strict confidence and not use it for any purpose unless one of the conditions described in Paragraph12.2 (Release Conditions) has occurred which would permit County to use the Source Code as provided in Paragraphs 11.2.5 and 11.2.6. The parties acknowledge that as a result of the passage of time alone, the deposited Source Code may be susceptible to loss of quality ("Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, during the Term, Contractor shall deliver to County a new copy of all deposited Source Code at least once every three (3) years. In the event the Source Code or any part of it is destroyed or corrupted, upon County Project

Director's request, Contractor shall provide a replacement copy of the Source Code. Contractor shall deliver the replacement copy of the Source Code within thirty (30) days of receipt of County Project Director's written request. County shall pay to Contractor the actual cost of the replacement copy media or provide Contractor with the copy media.

12.2 Release Conditions. Upon the occurrence of any of the events identified below (collectively referred to as "Release Conditions"), County shall have the right to exercise its License rights provided in Paragraphs 11.2.5 and 11.2.6, at no cost to County:

12.2.1 The occurrence of an event that would give rise to County's ability to terminate pursuant to Paragraph 4 (Termination for Insolvency) of Exhibit A (Additional Terms and Conditions);

12.2.2 The occurrence of an event that would give rise to County's ability to terminate this Agreement as a whole, or Maintenance Services pursuant to Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions);

12.2.3 Contractor ceases to do business without a permitted successor, or if there is such a successor, before such successor commences to continue Contractor's business; or

12.2.4 Contractor ceases to provide, other than for nonpayment by County, Maintenance Services pursuant to Exhibit F (Maintenance & Support).

In the event of a claim to the Source Code under this Paragraph 12.2, then County shall provide Contractor with a written notice outlining the facts upon which County bases its claim that a Release Condition has occurred. If Contractor does not notify County within seven (7) days of County's notice, that Contractor disputes the basis for County's claim that a Release Condition occurs, then County is entitled utilize any or all of the Source Code in the manner set forth in Paragraphs 11.2.5 and 11.2.6 and Paragraph 12.4 (Use and Possession of Source Code). Contractor may contest County's right to use the Source Code pursuant to the Dispute Resolution Procedures, other than judicial proceedings as provided in Paragraph 2 of Exhibit A (Additional Terms and Conditions), which process, if invoked, shall stay County's right to utilize the Source Code unless and until there has been a resolution of such dispute in accordance with the Dispute Resolution Procedures and the remainder of this paragraph. If the Dispute Resolution Procedures result in disagreement as to whether a basis exists for any claim by County to the Source Code, and the County Project Director continues to believe that such a basis does exist, then the County Project Director may, in the County Project Director's sole discretion, give notice of such belief to Contractor, in which event County may, at any time on or after a date that is seven (7) days after the giving of such notice, utilize any or all of the

Source Code in the manner set forth in Paragraphs 11.2.5_ and 11.2.6 and Paragraph 12.4 (Possession and Use of Source Code).

12.3 County's Right to Verify Source Code. Regardless of whether one of the Release Conditions occurs, County shall have the right to verify the relevance, completeness, currency, accuracy, and functionality of the Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the System Software.

12.4 Use and Possession of Source Code. Subject to the provisions of Paragraphs 11.2.4, 11.2.5_and 11.2.6, Source Code obtained by County under the provisions of this Agreement shall remain subject to every License restriction, proprietary rights protection, and other County obligation specified in this Agreement. County may use Source Code for the sole purpose as it is Licensed hereunder. When Source Code is not in use, County agrees to keep such Source Code in a locked, secure place. When Source Code resides in a central processing unit, County shall limit access solely to its authorized employees and consultants who have a need to know in order to support the System.

13 THIRD PARTY SOFTWARE.

13.1 Contractor hereby represents and warrants that none of the System Software, is owned by third parties ("Third Party Software"). Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System Software to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of this Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

13.2 County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System Software as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System Software granted under this Agreement. Contractor shall promptly and at no cost to County, either: (a) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (b) to the extent that Contractor is unable to obtain such a license, provide an Update or alternative solution, which is functionally equivalent, in the sole determination of Contractor Project Manager and County Project Manager, in lieu of modifying such Third Party Software.

14. MINIMUM SYSTEM REQUIREMENTS

Exhibit B (Statement of Work), Deliverable 3.2.1 requires delivery of a Technology Assessment Report, which shall include minimum requirements for hardware ("System Hardware") and operating system software ("Operating System Software") that shall be Compatible (as defined below) with the System Software, including any Custom Programming Modifications and Updates thereto, and are required for County to enjoy and exercise fully its rights in respect of the System Software. The Technology Assessment Report shall include version Compatibility and provide Specifications for installation of the System Hardware and Operating System Software in order to achieve Compatibility with the System Software, along with recommended System Hardware make and model numbers, which shall be consistent with all Technical Specifications indicated in Attachment 5 to Exhibit B. Contractor may request to inspect County's installation of the System Hardware or Operating System Software, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to Exhibit F (Maintenance & Support) and Professional Services. As used in this Agreement, "Compatible" or "Compatibility" means that the applicable System Hardware and Operating System Software as set forth in the Technology Assessment Report are capable of supporting, operating, and otherwise performing all anticipated functions of such System Hardware or Operating System Software, as the case may be, when used in conjunction with the System Software, including any Customizations, Interfaces, Updates, and Custom Programming Modifications thereto.

15. SYSTEM SOFTWARE WARRANTY. Contractor represents, warrants, and covenants to County that for the System Warranty Period the System Software taken as a whole including all Customizations, Interfaces, and Custom Programming Modifications shall perform fully in accordance with the Specifications or any amendments thereto. As used in this Agreement, the "System Warranty Period" means the period commencing on the System Final Acceptance Date and continuing for one hundred and eighty (180) days thereafter.

16. POST IMPLEMENTATION SUPPORT, MAINTENANCE AND PROFESSIONAL SERVICES.

16.1 Maintenance Services. County is not required, but desires, to acquire maintenance and support services from Contractor. Accordingly, in exchange for County's payment of the Post Implementation Support Fee and the Maintenance Fees in accordance with this Agreement, Contractor shall provide support and maintenance services (collectively, "Maintenance Services") to County for the System Software in accordance with this Agreement and Exhibit F (Maintenance & Support). Post Implementation Support and Maintenance Services shall include (a) correction of any and all Deficiencies, (b) provision of Updates, and (c) to the extent that either or both of the System Hardware or Operating System Software are not Compatible with the System Software, provide Updates to the System Software to achieve Compatibility or, to the extent that Updates will not achieve Compatibility, reimburse County for the price County paid to acquire such System Hardware or Operating System Software so that County may

procure hardware or operating system software which is Compatible with the System Software, in each case, as more fully described in Exhibit F (Maintenance & Support). Contractor shall provide Maintenance Services applicable to the System Software upon Contractor's achievement of System Go-Live. Without limiting any rights or remedies of County under this Agreement or at law or in equity, and except as may be required pursuant to Paragraph 9.2 (Transition Services) of Exhibit A, Contractor's obligation to provide Maintenance Services ceases concurrently with a release of Source Code to County pursuant to Paragraph 12.2 (Release Conditions).

16.2 Professional Services.

16.2.1 Subject to Paragraph 6 (Change Notices and Amendments), upon the written request of County Project Director made at any time and from time to time during the Term, Contractor shall provide to County "Professional Services," such as customizations or modifications to the System Software that are requested by County Project Director in order to create new functionality, and customizations or modifications not required of Contractor in order to deliver the System Software or included as part of Maintenance Services, in each case, other than Customizations (such custom programming is collectively referred to as "Custom Programming Modifications"). Professional Services may also include (a) the functionality described in Attachment 6 to Exhibit B (Functional Requirements), sections GEN 12.00 (integration with WordPerfect Office Suite), GEN 25.00 (ability to take on data from in-house legacy information management systems) and/or RPT 55.00 (ability to use Crystal Reports, MS Office and/or WordPerfect Office Suite), collectively referred to as "Optional Customization" (b) Interfaces not required of Contractor in order to deliver the System Software or included as part of Maintenance Services, (c) additional Contractor staff support beyond the amount provided under the Statement of Work during implementation or installation, or in Exhibit F (Maintenance & Support) and (d) additional or refresher training beyond what is provided in the Statement of Work or Exhibit F (Maintenance & Support). Professional Services shall utilize available Pool Dollars, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for Professional Services, nor shall Contractor be required to perform any Professional Services for which there are no Pool Dollars available to pay Contractor for such Professional Services.

16.2.2 Professional Services, including Custom Programming Modifications and Interfaces, shall be treated by the parties as a change requiring the execution of a Change Order pursuant to Paragraph 6 (Change Notices and Amendments). As a general matter, the parties agree that Professional Services, including Custom Programming Modifications, will be provided on a fixed price basis, except for those limited circumstances

under Paragraph 6.4 (Time and Materials Changes) in which Professional Services may be provided on a time and materials basis.

16.2.3 Upon County's request for Professional Services, Contractor shall provide County, within seven (7) days of receipt of such request, a proposed Change Order containing all the information requested under Paragraph 6 (Change Order). Approval of the Change Order and of the Work to be performed thereunder shall be in accordance with Paragraph 6 (Change Notices and Amendments).

16.2.4 Upon completion, delivery, and acceptance by County of any Custom Programming Modifications, such Custom Programming Modifications and Interfaces shall become part of and be included in System Software.

16.3 Post Implementation Support

Commencing at System Go-Live, Contractor will provide Post Implementation Support. These services shall include all Maintenance Services as described in Paragraph 16.1. Post Implementation Support shall continue until the later of six (6) months or the System Final Acceptance Date. The first month of Post Implementation Support shall be provided by Contractor's personnel on site at Sheriff's Department locations. The balance of Post Implementation Support shall be provided by telephone unless otherwise required to comply with the Contractor's obligations to provide Maintenance Services or as otherwise required pursuant to Exhibit F (Maintenance & Support). During the first year after System Go-Live, Contractor shall provide at least one system version upgrade to the County at no additional cost.

17. DEFICIENCIES.

17.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in the System Software, in whole or in part, not performing in accordance with the provisions of this Agreement, including the Statement of Work, as determined by County Project Director, in County Project Director's sole discretion.

17.2 Corrective Measures. County Project Director shall notify Contractor Project Director of any Deficiency in writing, or if not practicable, orally (and provided such oral notification is reduced to writing within ten (10) days) to either Contractor Project Director or Contractor Project Manager. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency, in accordance with the

timelines set forth in Exhibit F (Maintenance & Support). Contractor acknowledges that, as part of Maintenance Services provided to County, Contractor may be required to repair, replace, or reinstall all or any part of the System Software, or other material, or create an Update, including to maintain System Hardware and Operating System Software Compatibility, in order to remedy a Deficiency.

17.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 5 (Work; Approval and Acceptance).

18. **PRODUCTION USE OF THE SYSTEM**. Following System Go-Live and prior to System Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the System Software, without any additional cost to County where County determines that it is necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of System Initial Acceptance or System Final Acceptance.

19. **CONTRACTOR'S OFFICES**. Contractor's business offices are located at 1901 Wright Boulevard, Schaumburg, Illinois, 60193. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

20. **NOTICES**

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: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Jan Manolis
4700 Ramona Boulevard
Monterey Park, CA 91754

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

To Contractor: Porter Lee Corporation
1901 Wright Boulevard
Schaumburg, Illinois 60193
Attention: Tim Smith

With a copy to:

(2) Porter Lee Corporation
1901 Wright Boulevard
Schaumburg, Illinois 60193
Attention: Sarah Mikolajczyk

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

21. **ARM'S LENGTH NEGOTIATIONS** This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

22. **SURVIVAL** The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12, 13, 15, 18, 20, 21, 22 and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Following Page For Execution]

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
PORTER LEE CORPORATION

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

76530

Porter Lee Corporation

Signed: _____

Printed: Tim Smith
Title: President

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

60 APR 15 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit" have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E2, Contractor Employee Acknowledgement and Confidentiality Agreement) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 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 the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the 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 Subparagraph 2.3 (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.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the 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 Contractor may have against County or Contractor's rights

to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit E2 to the Agreement) for each of its employees performing Work under the 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 whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, 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 immediately notify the County 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 to obtain relief from such

obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was 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 the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) 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 the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) 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 debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by 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 the Agreement. The

foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this

Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the 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 the 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 the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. 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.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive 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 reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any Downtime Credits levied

pursuant to Exhibit F (Maintenance & Support), of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price and Schedule of Payments) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES. Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by the Agreement to County; (b) 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; (c) County is entitled to use the System Software without interruption of system use; (d) the Agreement and the System Software 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; (e) during the Term, Contractor shall not subordinate the 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 use of the System Software, and any part thereof, in accordance with the Agreement; and (f) neither the performance of the Agreement by Contractor, nor the License to, and use by, County and its users of the System Software in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

12.2 Contractor bears the full risk of loss due to total or partial destruction of all or any part of the System Software acquired from Contractor, as applicable, until the System Final Acceptance Date.

12.3 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the SOW.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 All Documentation developed under the Agreement shall be uniform in appearance.

12.6 The System Software shall be fully Compatible with and shall fully integrate, perform, and function with the System Hardware and the Operating System Software, in each case, that conforms to the specifications set forth in the (Minimum System Requirements).

12.7 Updates that are provided pursuant to Contractor's obligation to provide Maintenance Services will be Compatible with the System Hardware and the Operating System Software or Contractor will provide backward functionality to maintain such Compatibility.

12.8 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System Software or any component of the System Software (including the Baseline Software or the Applications Software) through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to as a "Disabling Device"), 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 accessibility of the System Software or any component of the System Software (including the Baseline Software or the Applications Software) by County or any user or which could alter, destroy, or inhibit the use of the System Software, any component of the System Software (including the Baseline Software or the Applications Software), or the data contained therein. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component of the System Software (including the Baseline Software or the Applications Software) provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered component of the System Software (including the Baseline Software or the Applications Software) to contain any Disabling Device.

12.9 Contractor shall support all System Software components licensed to County hereunder for the Term.

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

Except as expressly set forth in this Agreement, Contractor makes no express or implied warranty of any nature whatsoever, including the implied warranty of merchantability or fitness for a particular purpose.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents 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 the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13.2 General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

13.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Karen Anderson, Manager
Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

13.2.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

13.2.3 **Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement . The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

13.2.4 **Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

13.2.5 **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

13.2.6 **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or

- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

13.3 INSURANCE COVERAGE REQUIREMENTS

13.3.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$2 million
Each Occurrence:	$2 million

13.3.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

13.3.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$2 million
Disease - policy limit:	$2 million
Disease - each employee:	$2 million

13.3.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent, or wrongful act of the Contractor, its officers or employees with limits of not less than $2 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation 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 the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to provide all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of

Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

17.3 The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on the 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, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4 If there is evidence that the Contractor may be subject to debarment, the Sheriff's Department 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 the Contractor Hearing Board.

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall 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 and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

17.6 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 the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) 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.

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 the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County Contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 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 officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: 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.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the 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 such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

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 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) 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, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) 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.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, 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.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, 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 hereunder.

23.0 HIRING OF EMPLOYEES

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the 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.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

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

25.2 Contractor acknowledges that County, in its discretion, may enter into an Agreement for the future provision of goods and services, based upon the bids, information, 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, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

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 the County 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 the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs 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. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

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 Exhibit or the 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 employees or 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. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts 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.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a 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 ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

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

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

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

33.2 Written Employee Jury Service Policy.

33.2.1 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 Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) 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 employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with 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 County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Jury Service 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 the Term 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" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the

Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

34.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's background investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County 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 the County Project Director.

36.0 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 County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for

purposes of the 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.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 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 promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2 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 at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

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

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall 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.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 40.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel.

40.2 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, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement,

such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 40.1 of this Exhibit.

40.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the 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.

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 This Agreement is by and between County and Contractor and is not intended, 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 shall not be, or be 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.

41.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

41.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its

performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) 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, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

42.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor

fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any 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, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that 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, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Mona Whittouck, Manager, Los Angeles County Sheriff's Department, Contracts Unit, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the 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 the Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

46.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

48.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

49.0 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 service provided by Contractor under the Agreement, 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 or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

50.2 Contractor's Acknowledgement of County's Commitment to the 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 "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. County's Department of Children and Family Services will supply Contractor with the poster to be used.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one (1) 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. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary", and qualify as "trade secret" under California Evidence Code section 1061. The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation,

those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

52.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 NOTICE OF DELAY

In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order or an amendment to the Agreement, as applicable pursuant to Paragraph 6 (Change Orders and Amendments) of the base document. In the event Contractor fails to notify County in writing of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 53 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (i) claiming that Contractor is entitled to receive any additional payments from County hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 53 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

54.0 WAIVER

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

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

If any provision of the 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. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

57.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, 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 change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 INTENTIONALLY OMITTED

60.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

60.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

60.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

60.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

61.0 CONTINUOUS PRODUCT SUPPORT

If Contractor assigns or transfers this Agreement to a permitted assignee and subsequent to such assignment, the System Software is not supported to at least the same level that Contractor supported the System Software, as determined by County Project Director (because, for example, Contractor's permitted assignee chooses to support other products in preference to the products licensed herein), or, absent any assignment or transfer, if County, upon eighteen (18) months prior written request by Contractor and at County's sole discretion, waives Contractor's obligation to continue providing Maintenance Services in respect of the System Software under Paragraph 16 of the Agreement (if for example, Contractor generally is ceasing support of the product), then in either instance County, at its option and without limiting or altering its License rights or rights to System Software Source Code, County may elect to transfer

the License, without cost or penalty, to another similar product ("Replacement Product") within Contractor's, or Contractor's permitted assignee's, if applicable, product offering. The assignee, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this Paragraph 61. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer the license to a Replacement Product:

61.1 Any prepaid Maintenance Services for the System Software 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 moneys are greater than the Replacement Product's maintenance and support fee for the same term, the credit balance shall be applied to future maintenance and support fees or returned to County, at County's option;

61.2 Any and all units of the Replacement Product or otherwise offered separately, and needed to match the original System Software's level of functionality, as determined by County's Project Director, shall be supplied by Contractor's permitted assignee without additional cost or penalty, and shall not affect the calculation of any maintenance and support fees;

61.3 All County users and support personnel shall receive reasonable training for purposes of learning the Replacement Product. Training shall be provided at no additional direct cost to County or users;

61.4 All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and

61.5 The definition of System Software shall then include the Replacement Product.

* * * * *

EXHIBIT B

Statement of Work

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1.0 Introduction and Functional Overview

1.10 Introduction

The County of Los Angeles encompasses an area of 4,084 square miles with a population of more than ten million citizens. The Los Angeles County Sheriff's Department (Department) provides primary law enforcement services for over 2.6 million of these residents, spread over an area of approximately 3,154 square miles. The Department is the largest sheriff's department in the world, with nearly 15,000 sworn and professional member staff, 23 patrol stations that respond yearly to more than 500,000 calls for service, 8 custody facilities with a daily inmate population averaging more than 19,000, and a total of 52 court buildings with more than 600 courtrooms. In addition to the direct service areas, the Los Angeles County Sheriff's Department also provides emergency tactical response, specialized detective support, crime lab services, and mutual aid for many of the smaller cities within the County.

The Department processes approximately 850,000 pieces of evidence annually and provides property and evidence services to itself as well as evidence related services to over 200 local, state and federal law enforcement agencies ("outside agencies").

The Central Property and Evidence (CPE) Unit oversees all evidence and property from the time it comes into the possession of the Department until such time as it is disposed. Department evidence may originate from 23 sub-stations ("stations") or other units, i.e. Narcotics Bureau, Homicide Bureau, Arson/Explosives Bureau, Special Victims Bureau, etc. Evidence requiring forensic analysis is forwarded to the Scientific Services Bureau (SSB) Crime Lab. All other evidence is maintained for either retention or disposal by CPE. Department property is generally categorized as either found property, items for safekeeping or prisoner property. Property is maintained for storage, retention, and disposal or is returned to a third party by CPE.

The Crime Lab analyzes and/or examines physical evidence that originates from the Department and outside agencies as well as evidence that may originate directly from a crime scene investigation. Upon completion of analysis or if it is determined that no analysis/examination will be performed, evidence is returned to the outside agency and/or is transferred to CPE for storage, retention and/or disposal.

The transfer of evidence and property to/from stations, units, CPE, and outside agencies is currently being done via an evidence courier system. Alternatively, evidence/property may be "hand carried" to CPE or the Crime Lab by the investigator and/or his representative.

Under this Statement of Work (SOW), the Property, Evidence and Lab

Information Management System (PRELIMS) focuses on supporting the general evidence handling processes of all Department patrol stations and detective units, unique evidence needs of specialized units such as Homicide Bureau, Special Victims Bureau, and Narcotics Bureau as well as other units within the Department and specific evidence examination and analyses needs of the Crime Lab.

Contact was made with the Los Angeles Regional Criminal Information System (L.A.R.C.I.S.) development group to identify interface requirements with L.A.R.C.I.S. and the PRELIMS system to insure commonality in nomenclature, evidence identifiers, and data elements to provide the future ability to transfer information between systems.

Additionally, the Crime Lab includes the interests of more than 200 law enforcement agencies external to the Department that utilize the services of the Crime Lab. Approximately 40% of the evidence submitted to the laboratory comes directly from these external or "outside" agencies.

PRELIMS shall be evidence and property centric. The system shall be fully capable of accepting and processing all evidence and property originating through the Department, accepting evidence from outside agencies for laboratory analysis and examination and/or for long term storage at CPE, as well as maintaining a complete chain-of-custody record for each item and data security requirements required by evidence operations, e.g., CPE, Detective, and Patrol. The system shall be capable of tracking case relationships among Department cases and outside agency cases. The PRELIMS will serve as the hub for information related to evidence items and their corresponding case(s).

1.20 Functional Overview

All evidence and property that comes into the possession of the Los Angeles County Sheriff's Department must be identified and logged into a "book" or automated system that meets Chain-of-Custody requirements as defined by the California Commission on Peace Officer Standards and Training (POST).[1]

For Chain-of-Custody of evidence, the one who offers real evidence, e.g., narcotics in a trial of a drug case, must account for the custody of the evidence from the moment it reaches his/her custody until the moment it is offered into evidence. Chain-of-Custody is proven if a law enforcement officer is able to testify that he or she took control of the item of physical evidence, identified it, placed it in a secured location, and retrieved the item for trial. Equally as important, as an evidence item is retrieved from secured storage for review (for

[1] <http://www.post.ca.gov/bulletin>

further investigation, or for analysis by the Crime Lab) it must be accounted for, inclusive of all Department employees who processed, handled, analyzed and/or restored said evidence. Moreover, any and all evidence entries, e.g., additions, updates, modifications, must be noted in the evidence "book" or system and must become part of the permanent "record". At no time is it acceptable for information to be deleted from the system. Maintaining a complete audit trail is mandatory.

The majority of evidence items come into the control of the Department by way of Station/Patrol or Detective Units such as the Narcotics or Homicide Bureaus. Evidence items are occasionally collected at the crime scene by Crime Lab Criminalists at the direction of the case lead detective or can be generated from existing evidence during the examination process at the Crime Lab. In all cases, one lead detective/investigator is identified. The role of the lead investigator is to render decisions as to the retention, processing, analysis and disposition of evidence.

Property items include found property, items seized for safekeeping, and prisoner property. These items can be accepted over the counter at stations or they may be accepted during the course of an investigation in the field or by patrol personnel. Property items must also be accounted for and must be entered into the "book" or system.

Evidence and property items that come into the possession of the Department are "booked" and stored at either a station evidence room, Crime Lab evidence rooms, or at the Central Property and Evidence Unit's central repository. Items booked at a station or submitted to the Crime Lab must be processed for analysis, released, or transferred to long term storage within a predefined time. Specific approvals must be obtained in order for evidence items to remain at local locations beyond the prescribed time frames.

All evidence items entered into the "book" or system must be reviewed and approved for completeness, accuracy and legal compliance pursuant to California Penal Code 11108.[2] The levels of approval are predicated on item category type, e.g. cash, high value, narcotics etc. The manner in which evidence is stored is predetermined based on an evidence item type such as in a vault/safe storage location for cash and high value items, gun locker for firearms, narcotics repository for narcotics.

Select mandatory evidence item descriptors are needed if the items are serialized or have unique markings pursuant to Penal Code 11108. This information is required by state law to be entered into the appropriate California Department of Justice automated systems, e.g. bicycles, boats, firearms, personal property, and

[2] <http://www.caib.netcalcodes.htm>

vehicles. Additional information may also be required for specific evidence item categories such as cash or narcotics.

Approvals
Persons of the rank of Sergeant (typically Watch Sergeant) review and approve or reject any and all evidence and property item entries. This is notated by a "wet" signature in the evidence book or, in an automated system, by an electronic signature validated through the Sheriff's Data Network.

Evidence items of a more sensitive nature such as cash and or narcotics must have a second level of approval, typically by the Detective Bureau Lieutenant (Lt.). The purpose of this approval is to meet standard audit requirements as required by POST. All items requiring approvals must meet specific mandates. In the manual system, the appropriate Lt. is notified of the items pending approval. Electronic "approval notifications" requesting review and approval actions shall be issued by the PRELIMS system.

Service Requests
The PRELIMS system shall manage a wide variety and large volume of requests for service, whether that service is performed by CPE and/or the Crime Lab.

A Service Request shall be initiated through the PRELIMS system that will include a choice menu relative to the type of service requested, i.e. lab analysis, property retention, release of property, evidence storage, crime scene investigation by Crime Lab staff, etc. For each service provided, additional information would be requested. The information requested will be relevant to the specific items of evidence and/or property, or will be pertinent to the service being requested, such as the crime scene being investigated. Based upon criteria pre-determined by CPE and the Crime Lab, such as the evidence type and charge (offense code), the request for service will either be automatically "approved" and notification will be made via PRELIMS to appropriate staff that an activity is pending or the request will be further evaluated and assigned a status for subsequent follow-up. Automatically "approved" Service Requests are conditional based upon a physical review of evidence packaging, marking, and sealing at time of courier pick-up. It may be necessary to change a status of an automatically "approved" Service Request at time of courier pick-up if evidence items do not meet dictated criteria for packaging, marking, and sealing.

Biological (having organic properties such as blood or urine samples, tissue samples, etc.), and narcotics (any drug so designated by law whose availability is

restricted as so designated by federal or state Controlled Substances Acts)[3] evidence items must be submitted to the Crime Lab for analysis. The request for service must trigger a time element within the system to notify the appropriate designees that there are evidence items retained at a station or unit that must be transported to the lab. Narcotics evidence submitted from the Department is required to be transported to the laboratory prior to 12:00 noon on the next business day following receipt of the contraband into evidence.

In addition to providing services to the Department, the Crime Lab also provides its services to an average of 200 local, state and federal law enforcement entities. Currently, the majority of evidence items that require lab services, inclusive of departmental and outside agencies, are collected via the Crime Lab's courier service. Daily routes are prepared and are prioritized by evidence mandates, volume, and geographic location. The PRELIMS system shall electronically generate the route lists with electronic notifications to lab personnel based on evidence items added to the system by the Department's investigating officers or by outside agency authorized personnel. Evidence for which there is an "approved" request for service will be transported to the laboratory. Other evidence will either remain at the station or outside agency until such time as the laboratory will examine the evidence, and therefore transport the evidence to the laboratory or the evidence will be transported to CPE for storage. Attachment 1 depicts the PRELIMS Process Flow.

Evidence Courier System

Both CPE and Crime Lab operate evidence courier systems whereby staff from each unit responds to stations/units and/or outside agencies to pick up packaged property and evidence for delivery to the central repository (CPE) or analysis by the Crime Lab. Likewise, evidence is returned to stations/units and outside agencies or other locations via these courier systems.

Crime Lab couriers are assigned a "Route" which includes a number of stops (Department stations or units/police agencies). These routes are run daily and are determined by geography, type of agency (Departmental station/unit or outside agency) and volume of evidence to be picked up or returned. Crime Lab courier routes are run on specific days of each week and stops for each day of a particular route may vary. Stops at one or more of six (6) laboratory locations (geographic) are also included on these daily routes to deposit evidence for analysis at that laboratory location or to pick up evidence for transport to another laboratory location for analysis. Chain-of-Custody must be recorded for each item of evidence at each of these stops. Currently, a query of our in-house Evidence Tracking System (ETS) is run each morning identifying what items of

[3] A large majority of cases that come to the Crime Lab are usually filed under California Uniform Controlled Substances Act (Division 10 of the Health and Safety Code). Further clarification may be reviewed at <http://www.fda.gov/opacom/laws/cntrlsub/cntlsba.htm>

evidence are ready to be returned to each station, agency or to be delivered to CPE.

CPE couriers respond to Department stations/units on a pre-determined schedule to transport property and evidence for storage at the central repository. CPE couriers may also respond, upon request, to outside agencies or to other locations within the Department's jurisdiction to transport property and evidence for storage at the central repository.

When evidence and property is entered into PRELIMS, a Service Request will be created. Based upon criteria established by the Department, such as evidence type, offense charge, etc., PRELIMS "marks" the Service Request as "accepted" and provides notification that evidence and property is ready for pick-up by evidence couriers. A query of PRELIMS shall list what and how much evidence and property is ready for pickup, allowing evidence couriers to modify routes based on how much or what type of evidence or property is ready for pickup. Evidence not marked as "accepted" would be given a "status" designation as determined from criteria established by the Department. The "status" designation would dictate future activity relative to that evidence item, such as retention at the station/outside agency, pending submission to the laboratory pending additional information, etc.

Evidence or property ready to be returned to a station/unit or an outside agency or delivered to CPE or other location is handled in a similar manner. A query of PRELIMS would list what and how much evidence and property is ready for return/delivery to a specific destination, allowing couriers to modify routes based on how much or what type of evidence or property is ready for return/delivery.

1.30 Evidence Item Identifiers

An evidence item's primary identifier is a unique serialized number assigned by PRELIMS. Secondary identifiers are comprised of a single data element, or a combination of elements, that may be used to uniquely identify an individual evidence item and/or a Department or outside agency case.

For Los Angeles County Sheriff's Department (Department) submitted evidence:

Uniform Report Number (URN)
To accurately classify and compile statistical information, a 15-digit report number will be used for all Department evidence items. This report number is drawn from the Department's Record Management System, LARCIS, and is used to identify a file/report/case number. The URN will be manually input in PRELIMS by Sheriff's Department personnel.

The 15 digits of the report number represent codes for five basic elements which are separated by dashes and described as follows:

- First digit - record retention period by number of years retention (First element);
- Second and third digits - last two numbers of the reporting year (Second element);
- Fourth through eighth digits - sequential number of the reports processed each year by the reporting unit (Third element);
- Ninth through twelfth digits - reporting district comprised of station identifier and patrol area (Fourth element);
- Thirteenth through fifteenth digits - statistical code (Bureau of Criminal Statistics/Uniform Crime Reporting System (BCS/UCR)) for the crime or incident being reported (Fifth element).

406-03925-0284-061 is an example of an URN illustrating how the three thousand nine hundred report number issued by East Los Angeles Station in 2006 would look if the crime reported is "Burglary, Residence - Night, Entry by Force" and is described as follows:

4	Retention period of 4 years
06	Reporting year is 2006
03925	Sequential Report number processed in year 2006; subsequent reports will be assigned sequence numbers 03926, 03927, 03928, etc.
02	Reporting District station identifier - in this example East Los Angeles Station
84	Patrol area reflecting the location of the crime
061	Statistical Code representing "Burglary, Residence – Night, Entry by Force.

Evidence Item Suffix Identifier
All property and evidence items pertaining to a case are listed numerically in a designated section of the Department's SH-R-49 Incident Report – Attachment 2. The item number from that summary list shall be added to the URN as the primary property/evidence identifier to be used on all labels, ledgers, transmittals, and receipts for the purpose of facilitating automated accountability. (Example: in an Incident Report listing multiple items of evidence, the URN identifier for the first item of evidence would read: 406-03925-0284-061-001. For subsequent items, the file number suffix identifier would increase numerically to correspond to the item number as listed in the Incident Report, e.g. ...0284-061-002 ...0284-061-003 ...0284-061-004, etc.)

The URN evidence suffix identifier is automatically assigned by PRELIMS, incrementing by one from the last evidence item. The evidence suffix

identifier is generated from the truncated URN as elements of the truncated URN remain constant and do not change.

The combination of the URN and Suffix Identifier will be considered the most commonly used identifier for Department evidence items.

Truncated URN:
A Truncated URN consists of the five-digit sequence element preceded by the last two digits of the reporting year and followed by the first two digits of the location element. For example, URN number URN 406-03925-0284-001 would be truncated to read 06-03925-02.
The first element of the URN (retention) and the fifth element (stat code) may change predicated on the status of the case. The Truncated URN remains constant for the life of the case. It is used to maintain the Chain-of-Custody by identifying the original case information and all subsequent URNs/cases associated with Truncated URN.

The Truncated URN shall be used to uniquely identify a Sheriff's Department case, and may be used for display, record retrieval and reporting purposes.

The Truncated URN number shall be formatted by PRELIMS derived from the assigned URN number.

Los Angeles Regional Crime Information System (L.A.R.C.I.S.) Event ID:
The L.A.R.C.I.S. Event ID consists of a combination of three data elements: Originating Agency Identifier (ORI), Year, and Sequential Number. This number will be formatted by PRELIMS derived from the ORI; and the reporting year and the Sequential Number from the assigned URN. An example would be CA0190002-2006-03925 where CA0190002 represents the ORI for the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT - EAST LOS ANGELES STATION.

L.A.R.C.I.S. Record-ID:
A serialized L.A.R.C.I.S. record-ID number is associated with a L.A.R.C.I.S. Event ID. The L.A.R.C.I.S. record-ID number will be updated programmatically through a PRELIMS- L.A.R.C.I.S. interface that will be developed by the Department after initial implementation efforts have been completed.

Master File Number
This file number uses the same format as the URN number and is used when Department cases are consolidated into one case. The master file shall be assigned an URN number issued by the consolidating unit and will include a statistical code segment '999'.

California Justice Information Systems (CJIS) File Control Number (FCN).
A serialized evidence item is assigned a FCN number by California Department of Justice. The FCN is the primary key for access of related information in one of eleven CJIS databases. The FCN will be updated programmatically through a PRELIMS-CJIS interface that will be developed by the Department after initial implementation efforts have been completed. PRELIMS shall support the FCN number in addition to any combination of evidence item identifiers listed in this document.

Court Case Number
An evidence item may be assigned a Court Case Number. PRELIMS shall support a Court Case Number in addition to any combination of evidence item identifiers listed in this document.

Coroner Case Number
An evidence item may be assigned a Coroner Case Number. PRELIMS shall support a Coroner Case Number in addition to any combination of evidence item identifiers listed in this document.

Warrant Number
An evidence item may have a warrant issued requesting an evidence item be turned over to another agency, e.g., Los Angeles County Superior Courts, or outside law enforcement agencies. PRELIMS shall support a warrant number in addition to any combination of evidence item identifiers listed in this document.

Lab Receipt Number
An evidence item may be assigned a Lab Receipt Number. PRELIMS shall support a Lab Receipt Number in addition to any combination of evidence item identifiers listed in this document. It is expected this identifier will become obsolete as PRELIMS is implemented.

Property Control (PC) Card Number
An evidence item is given a Property Control (PC) Card number identifier when it is transported to Central Property. PRELIMS shall support a PC Card Number in addition to any combination of evidence item identifiers listed in this document. It is expected this identifier will become obsolete as PRELIMS is implemented.

Prisoner Booking Number
A situation may arise where prisoner's property may be routed to Central Property for safekeeping. In lieu of an URN as a case identifier, a 7 position Booking Number may be used. Money or property booked originally as personal property and is later needed as evidence will be assigned an URN and evidence suffix identifier.

Citation Number
A situation may arise where property may be seized upon an issuance of a Citation. In lieu of an URN as a case identifier, a Citation Number may be used. Money or property removed for examination or introduction into evidence will be assigned an URN and evidence suffix identifier.

For outside agency submitted evidence:

Outside Agency Case Number
In addition to a primary key identifier assigned by PRELIMS, Outside Agency Record-ID's shall consist of two data elements, the Agency ORI and an agency Record-ID (case number). The format of an Outside Agency Record-ID may be different for each agency served by the Department/Laboratory. The agency Record-ID will be validated against format validation rule(s) that are agency specific before an evidence item is accepted in PRELIMS. Each outside agency shall have the ability to validate against one "mask". If a mask has not been identified for an outside agency, this identifier will be treated as a generic text field.

The agency ORI and Record-ID for an evidence item will be entered and maintained in PRELIMS by outside agency personnel.

Outside Agency Evidence Item
An evidence item suffix will be added to the Outside Agency ORI and Record-ID for the purpose of facilitating accountability. PRELIMS shall automatically assign a suffix identifier, defaulting to 001 and incrementing by one.

Glossary of Common Terms may be found in Attachment 3.

2.0 Project Charter

2.10 Goals and Objectives

The purpose of this project is to replace the Los Angeles County Sheriff's Department three legacy evidence tracking systems: Evidence and Property Inventory Control System (EPIC); Narcotics Evidence Tracking System (NETS), and the Crime Lab Evidence Tracking System (ETS) with an enterprise solution to support the Department's evidence, property, and laboratory operations. The system shall provide Chain-of-Custody and data security requirements required by evidence operations, e.g., CPE, Detective, and Patrol, in addition to supporting the specialized and technical needs of the Department's Crime Labs.

History
The legacy systems were developed by different development units to meet the specific needs of the Central Property and Evidence Unit and patrol stations (EPIC), Narcotics Bureau (NETS) and the Crime Lab (ETS). While all three systems primarily have the same purpose to track evidence and maintain the Chain-of-Custody of evidence items, each system has specialized functions. Data is not shared among the three systems.

In no specific order of importance, the following synopsis of each system is provided for review.

EPIC:
The system captures information on evidence and property items that come under the control of the Sheriff's Department. The data values for the EPIC system are modeled after the various State Department of Justice automated systems including firearms, property, bicycles, and vehicles. All movements including check outs for court, investigations, analysis by Crime Lab are tracked. Notifications to investigators regarding retention needs are generated. EPIC also tracks final dispositions, release to owners, destructions and disposals via contract auctioneers. The system is used by the Department's 23 stations/units.

NETS:
The system captures information for narcotic evidence. Data elements include reference to weights and packaging in addition to the standard evidence data tracked in the EPIC system. The system also is used to track all movement, Chain-of-Custody, and to generate retention notifications. Final disposition information such as destruction information and transfers to other law enforcement agencies are also captured and maintained. NETS is online at all 23 patrol stations, Central Property and Evidence Unit and at Narcotics Bureau Headquarters.

ETS:
The system captures information for evidence items that are submitted by the Department's stations and units and from various outside law enforcement agencies, (approximately 200) to the Crime Lab for analysis. ETS tracks the movement of the items (Chain-of-Custody) up to final disposition or return to submitting agency(s). ETS does not capture the details of the individual evidence items to the extent that EPIC and NETS do. However, ETS does provide minimal reporting of analytical results from lab analyses.

Objectives
Procuring a state of the art, scalable, and secure system utilizing a single centralized database will benefit the Department by reducing and eliminating redundant data entry; providing the ability to access critical information instantly; utilizing bar code capabilities; reducing the need for manual reports/ledgers; providing a paperless Chain-of-Custody; providing Department investigators the ability to perform data queries and searches, interfacing with analytical instrumentation to directly download scientific data, and granting access to laboratory examination results electronically. Data will be maintained in a secure and stable environment with data recovery functionality as a component of the system.

The proposed system will be capable of interfacing with various specialized laboratory instruments, such as ABI 310 DNA Analyzer (Biology), Chemstation (Controlled Substances) as well as other instruments. Analytical data from these instruments shall be automatically incorporated into analytical reports. Analytical reports generated by the system will be available "on line" for viewing and printing for submitting agencies.

The new system will enforce Department standards as a direct result of security roles, data entry requirements, pick lists, and forced data entry fields. Moreover, Department managers shall have the ability to review, audit, and report on the various activities, as required, relative to evidence and laboratory operations.

Lastly, the new system will provide the necessary tools to respond to the thousand of inquiries from other law enforcement entities.

The Department is committed to providing resources to insure the success of this project. For this project, they include the following:

- Department executive sponsorship remains strong throughout the system development life cycle.

- Adequate technical support resources are made available from the Department's Data Systems Bureau (DSB) throughout the life of the project.
- DSB's Data Center must provide the hardware, network, and other components of the technical infrastructure to adequately meet the needs of this application.
- End user participation must remain high during configuration, testing, and implementation of the application.
- Implementation of new and improved business processes is required to insure project success.

2.20 Critical Success Factors

The system will:

- Provide a single centralized database incorporating property and evidence tracking, laboratory management, and reporting within one single database to facilitate the management of evidence from the time of collection, through forensic analysis, until final disposition.
- Provide a Web-based access to provide single point of the entry and tracking of evidence, property, and requests for analytical services.
- Provide bar coding for evidence, property, reports, containers, locations, and employee ID information;
- Provide the ability to add, update, and modify evidence, property, and request for service information as defined through security access and roles;
- Provide complete reporting to include production, custom, and ad-hoc;
- Provide electronic distribution of reports via the Web;
- Provide electronic and paper Chain-of-Custody pursuant to guidelines outlined by California Commission on Peace Officer Standards and Training (POST);
- Assist in meeting the requirements of American Society of Crime Laboratory Directors/Laboratory Accreditation Board

(ASCLD/LAB) and National Forensic Laboratory Information System (NFLIS).

- Provide tools for the management of property and evidence, laboratory services, laboratory generated evidence, analytical reports, examiner work product, laboratory assets as well as laboratory accreditation (quality assurance) related documentation;
- Provide for lab instrument interfacing;
- Generate automated analytical reports and statistical reports, and interfacing with scientific instruments.
- Provide ability to facilitate disaster recovery operations;
- Provide interface capabilities with select Department Oracle and outside agency database systems.

2.30 Approach

The methodology defined for this project is based upon the selection of a Commercial-Off-The-Shelf (COTS) package that provides a good fit with the functional and technical requirements of the Sheriff's Department with little or no customization. While this project does not require data conversion from current legacy systems, it is expected the database will be pre-populated with validation data to facilitate data entry and to insure data standards and consistency.

Based upon these factors, this Statement of Work outlines the following groups of tasks and deliverables:

- **Project Management**:
  Project Management includes tasks for initiating, planning and managing project schedule, resources, risks, and execution. One of the first set of tasks at project inception is to develop a detailed work plan, as well as define project governance and project management processes. The deliverables for this group of tasks are Project Control Document and Monthly Status Reports.

- **Technical Assessment:**
  Technical Assessment determines the hardware and software specifications to support the non-production (e.g. prototype, development, test, and training) and production operations within the constraints of the Department's technical architecture. The deliverable for this group of tasks is the Technology Assessment Report.

- **Functional Assessment:**
  Functional Assessment determines the degree of "fit" of the COTS solution with the business requirements. The general approach for performing the functional assessment is:
  - Establish a Prototype environment;
  - Develop Prototype Scripts based on the Department's business scenarios;
  - Conduct product training and application prototyping;
  - Perform a Fit-Gap Analysis.

  The deliverables for this group of tasks are Prototype Environment, Functional Product Training, Prototype Scripts, Fit-Gap Analysis, Requirements Traceability Matrix (RTM) Reports, and Requirements Confirmation Report.

- **Implementation Assessment:**
  Implementation Assessment delineates the strategies for implementation, including software development and testing, system interfaces, pre-populated data validation elements, reporting, training and documentation, and transition management. The deliverable for this group of tasks is the Implementation Strategies Plan.

- **Design and Development:**
  Design and Development includes tasks for designing and developing software functional enhancements, export/import interfaces, and reports. The deliverables for this group of tasks are a Development environment, software functional enhancements and unit test results, export/import interfaces, and reports.

- **Application Configuration:**
  Application Configuration includes tasks to configure system tables, the user interface, security and workflow functionality of the COTS solution.

- **Testing:**
  Testing includes three types of tests including system test, user acceptance test, and performance test. The deliverables for this group of tasks are System Test environment, System Test Plan and Results, User Acceptance Test environment, User Acceptance Test Plans and results, Performance Test environment, and Performance Test Plan and Results.

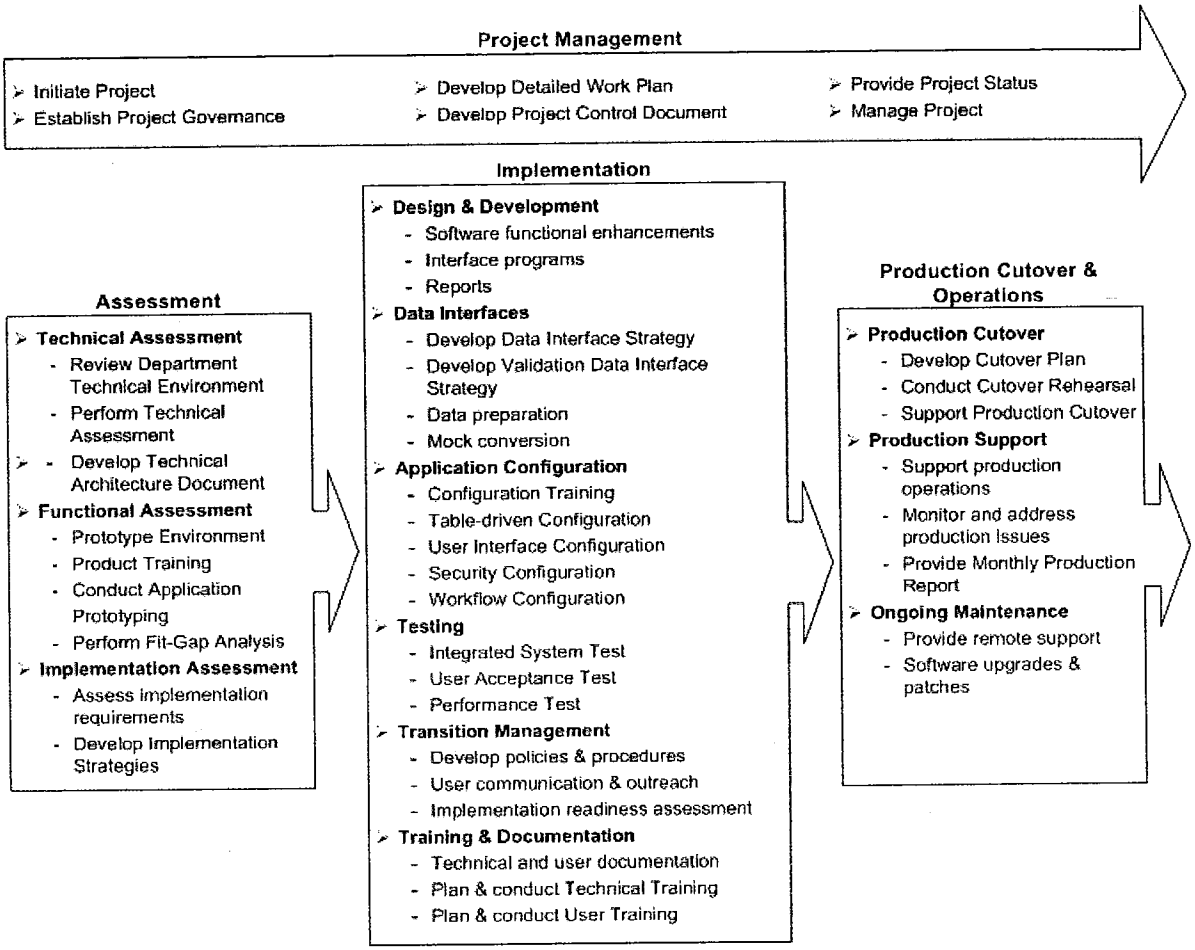
- **Training and Documentation:**
  Training and Documentation includes tasks for developing technical and user documentation, as well as planning and conducting technical and user training. The deliverables for this group of tasks are a Training Plan,

Training environment, System Administration and Operations Manual, User Documentation, Technical Training, and User Training.

- **Transition Management:**
  Transition Management includes tasks for supporting the implementation of the new system, including development of policies and procedures, user outreach and communication, and implementation readiness assessment. The deliverables for this group of tasks are Support for Transition Management and an Implementation Assessment Process and Readiness Checklist.
- **Production Cutover:**
  Production Cutover includes tasks for preparing for and executing the cutover to production operations. The deliverables for this group of tasks are a Production environment, Production Cutover Plan, and Technical Support for Production Cutover.

Figure 1 is a graphical depiction of the groups of tasks for each phase of this project.

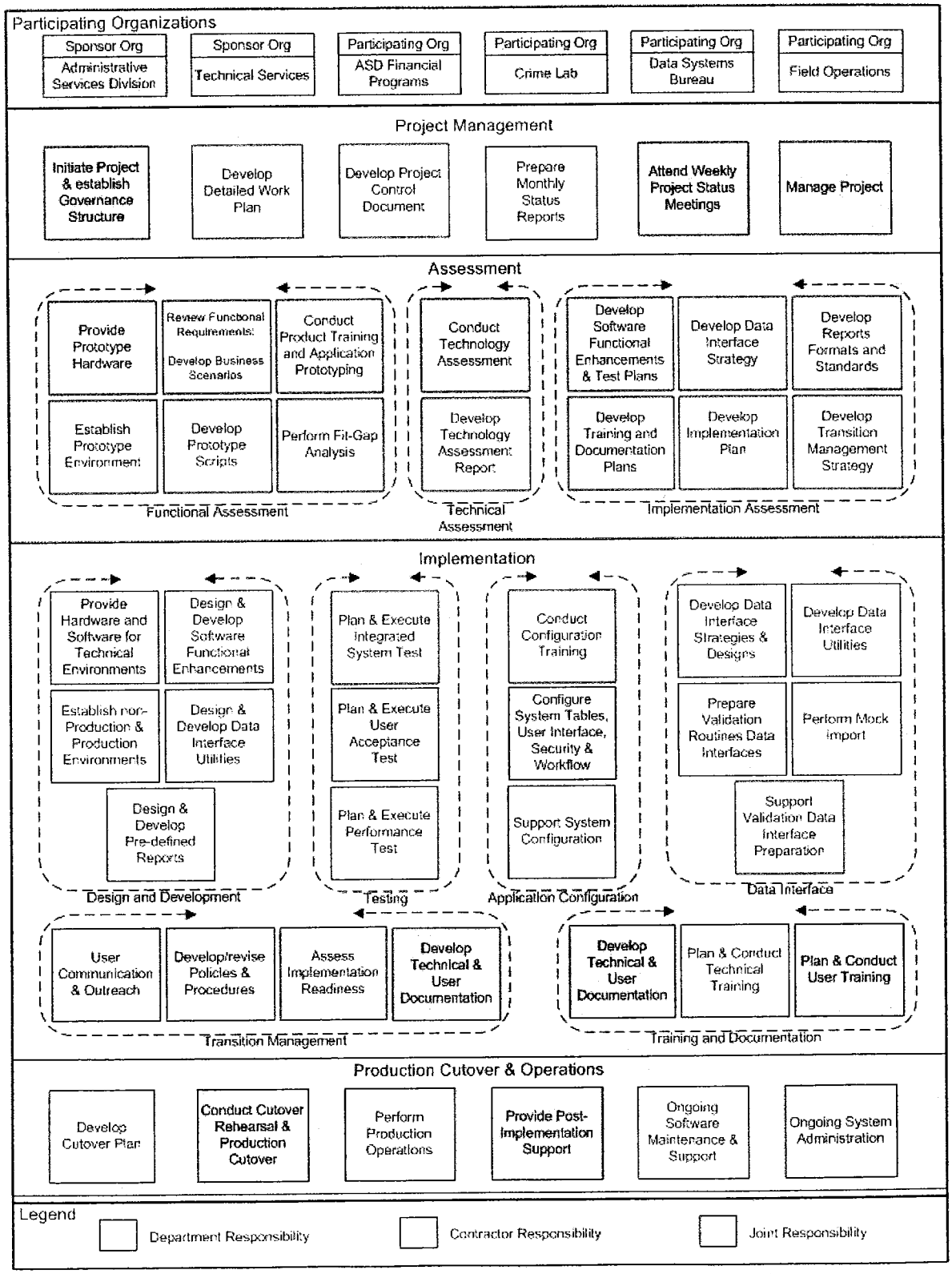
Figure 1: Project Approach



2.40 Scope of Work

The extent of Contractor and Department responsibilities for tasks in each project areas are graphically represented in the Project Context Diagram shown in Figure 2. The Project Context diagram shows groups of tasks within each project phase and the party(s) responsible for performing those tasks.

Figure 2: Project Context Diagram


Participating Organizations
Sponsor Org
Administrative Services Division
Sponsor Org
Technical Services
Participating Org
ASD Financial Programs
Participating Org
Crime Lab
Participating Org
Data Systems Bureau
Participating Org
Field Operations
Project Management
Initiate Project & establish Governance Structure
Develop Detailed Work Plan
Develop Project Control Document
Prepare Monthly Status Reports
Attend Weekly Project Status Meetings
Manage Project
Assessment
Provide Prototype Hardware
Review Functional Requirements: Develop Business Scenarios
Conduct Product Training and Application Prototyping
Establish Prototype Environment
Develop Prototype Scripts
Perform Fit-Gap Analysis
Functional Assessment
Conduct Technology Assessment
Develop Technology Assessment Report
Technical Assessment
Develop Software Functional Enhancements & Test Plans
Develop Data Interface Strategy
Develop Reports Formats and Standards
Develop Training and Documentation Plans
Develop Implementation Plan
Develop Transition Management Strategy
Implementation Assessment
Implementation
Provide Hardware and Software for Technical Environments
Design & Develop Software Functional Enhancements
Establish non-Production & Production Environments
Design & Develop Data Interface Utilities
Design & Develop Pre-defined Reports
Design and Development
Plan & Execute Integrated System Test
Plan & Execute User Acceptance Test
Plan & Execute Performance Test
Testing
Conduct Configuration Training
Configure System Tables, User Interface, Security & Workflow
Support System Configuration
Application Configuration
Develop Data Interface Strategies & Designs
Develop Data Interface Utilities
Prepare Validation Routines Data Interfaces
Perform Mock Import
Support Validation Data Interface Preparation
Data Interface
User Communication & Outreach
Develop/revise Policies & Procedures
Assess Implementation Readiness
Develop Technical & User Documentation
Transition Management
Develop Technical & User Documentation
Plan & Conduct Technical Training
Plan & Conduct User Training
Training and Documentation
Production Cutover & Operations
Develop Cutover Plan
Conduct Cutover Rehearsal & Production Cutover
Perform Production Operations
Provide Post-Implementation Support
Ongoing Software Maintenance & Support
Ongoing System Administration
Legend
Department Responsibility
Contractor Responsibility
Joint Responsibility

3.0 Tasks and Deliverables

Task 3.1 Project Planning and Management

Throughout the term of this 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 milestones and establish a project control and reporting system which will provide routine and realistic assessments of progress against the approved Project Control Document's milestones and detailed work plan.

Subtask 3.1.1 Develop a Project Control Document (PCD)

Contractor shall develop a PCD for Contractor and Department tasks, deliverables, and milestones. Each task to be performed by both Contractor and Department staff must be specifically addressed in the PCD. The PCD shall include the order in which the tasks and sub-tasks will be performed and the order in which the deliverables will be produced.

The Project Control Document shall include, at a minimum, the following:

a. Work Breakdown Structure
b. Project Organization
c. Roles and Responsibilities
d. Installation Plan
e. Requirements Review
f. Configuration Plan
g. Test Plan
h. Training plan
i. Implementation plan
j. Production / support plan
k. Status Reporting
l. Issue Escalation and Resolution
m. Deliverable Review and Approval
n. Change Control Management.

Subtask 3.1.2 Manage Project

Contractor shall be required to manage project activities and resources and track project status. This shall include managing and tracking all issues. Contractor shall present an updated project plan and report on project issues during weekly status meetings. A Project Status Report shall be prepared on a monthly basis and be presented to the County Project Manager. The report shall cover, at a minimum, project progress, plans, and outstanding issues. Contractor shall particpate in Monthly Department's Executive Steering Committee/Advisory Committee meetings to include a review of project accomplishments, any delayed tasks/deliverables, issues and risks.

The Project Status Report shall include the following:

a. Executive Summary highlighting key accomplishments and issues
b. Tasks completed
c. Tasks delayed
d. Upcoming tasks
e. Issue Log
f. Deliverable Status
g. Updated Detailed Work Plan.

Deliverable 3.1.1 Project Control Document
Deliverable 3.1.2 Project Status Reports/Ongoing Project Management

Task 3.2 Technical Assessment

Subtask 3.2.1 Conduct Technology Assessment

The Contractor shall perform a technology assessment review. This task shall consist of assessments in the areas of hardware, network, system management, software and operational readiness (e.g., human resources, facilities, etc.). As part of this task, the Contractor shall identify impact points that may affect the timely and successful implementation of the Project, including, but not limited to, any issues associated with desktop devices (e.g., workstations, laptops, etc.), LAN/WAN, operations management, and the help desk. The Contractor shall also specify recommended corrective action to be taken by the Department's Executive Steering Committee.

The technology assessment report shall include the following:

1. Executive Summary
   a. Key findings and recommendations
   b. Summary of estimated hardware and software
2. Technical Architecture describing how the environments will be deployed
3. Hardware and Software Specifications for the following environments:
   a. Development/Configuration
   b. Integrated System Test
   c. User Acceptance Test
   d. Training
   e. Production
4. Technical recommendations including the Department's infrastructure requirements.

Deliverable 3.2.1 Technology Assessment Report

Task 3.3 Functional Requirements Review and Finalization

Subtask 3.3.1 Review Functional Requirements with vendor and key users: Develop Business Scenarios.

Based upon the accepted proposal and agreement, functional requirements will be reviewed in relation to the Contractor's proposal by the Project Team and key users to confirm and clarify. Any deviations from these requirements will be identified and subject to the change control process.

The Department will be responsible for developing Business Scenarios based on the functional requirements as well as additional requirements identified during the Functional Requirements review.

Deliverable 3.3.1 Requirements Confirmation Report

Task 3.4 Functional Assessment

Subtask 3.4.1 Establish a Prototype Environment

The Contractor shall install and configure the COTS application, and load all data necessary to support the COTS application prototyping – a detailed functional walkthrough of the COTS application using scripts based on the Department's business scenarios. Department shall provide the hardware and operating software (operating system and database management system) required for the prototype environment.

Subtask 3.4.2 Provide Functional Training to Prototype Team Members

Contractor shall provide hands-on training of the COTS solution to prototype team members. The purpose of the product training is to familiarize prototype team members with the general navigation, terminology and functionality of the COTS application. Hands-on training of the COTS application comprised of:

a. COTS application overview and navigation
b. System concepts and terminology
c. Functional overview of each COTS application module to be prototyped
d. Training materials and exercises

Subtask 3.4.3 **Develop Prototype Scripts: Conduct Application Prototyping**

Contractor shall develop detailed prototype scripts based on the Department's business scenarios, including data set-up required to support the scripts. The purpose of the prototype scripts is to facilitate a detailed walkthrough of the Department's business scenarios to:

a. Demonstrate how the COTS application will be used to support the Department's detailed business scenarios;

b. Confirm and validate the Department's business, interface, reporting, and conversion requirements;

c. Identify functional gaps between the COTS application and the Department's requirements.

Contractor shall plan and conduct application prototyping sessions. Contractor shall document and submit prototype results within three business days from the time that each of the prototype sessions are concluded.

Documentation for each prototype session shall be comprised of the following:

a. Updated Requirements Traceability Matrix indicating whether each requirement is fully met by the baseline COTS solution, partially met by the baseline COTS solution, or can not be met by the baseline COTS solution.

b. Application configurations (table-driven, user interface, security, and workflow) to support business requirements.

c. Impacts to business operations, e.g. new policies/procedures need to be developed, changes to business processes, etc.

d. Issue Log documenting issues identified, a brief description, target date for resolution, action plan, and party responsible.

Subtask 3.4.4 **Perform Fit-Gap Analysis**

Contractor shall perform a fit-gap analysis based on the prototype results. The Fit-Gap Analysis Report is comprised of the following sections:

1. Executive Summary
    a. Summary of Fit-Gap Analysis
    b. Software enhancements and associated costs, if any
    c. Key Impacts to business operations and recommended actions, if any

d. Recommendations for proceeding with the project

2. Application Configurations
   a. Table-driven configurations and set-up
   b. User interface configurations
   c. Security profiles configurations
   d. Workflow configurations

3. Gap Analysis
   a. Describe each gap identified, alternatives considered and a recommendation for addressing the gap
   b. For each software enhancement, provide a Concept Paper that describes the functionality of the enhancement, cost of the enhancement, and any impacts to business operations.

4. Impacts to Business Operations – Describe each impact and recommended course of action

Subtask 3.4.5 Develop Requirements Traceability Matrix (RTM)

Contractor shall develop a Requirements Traceability Matrix based on the prototype results by indicating one of the following "degrees" of fit for each of the Department's requirements using an updated Requirements Traceability Matrix:

a. Fit – the baseline COTS application is demonstrated to fully meet the Department's requirement. Contractor shall document how the COTS is used to meet the requirement.

b. Partial Fit – the baseline COTS application can be demonstrated to meet only part of the Department's requirement. Contractor shall document how the COTS application is used to meet the requirement and describe the functional gap.

c. Gap – the baseline COTS application cannot be demonstrated to meet the Department's requirement. Contractor shall document the gap analysis and identify alternatives to address the gap, e.g. software enhancement, procedural change, or both.

Deliverable 3.4.1	**Prototype Environment**
Deliverable 3.4.2	**Functional Training completed**
Deliverable 3.4.3	**Prototype Scripts: Application Prototyping**
Deliverable 3.4.4	**Fit-Gap Analyses**
Deliverable 3.4.5	**Requirements Traceability Matrix (RTM)**

Task 3.5 Implementation Assessment

Subtask 3.5.1 Develop Software Functional Enhancements and Test Plans

Contractor shall describe the approach and processes for designing, developing, and testing software functional enhancements identified from the Fit-Gap Analysis, including software version control, quality assurance, phasing/sequencing considerations, and software testing (Unit Test, Integrated System Test, User Acceptance Test, and Performance Test).

Subtask 3.5.2 Develop Data Interface Strategy

Contractor shall describe the approach, processes, and toolsets, if applicable, for designing, developing, testing, and certifying data imports and exports to meet the requirements specified in Attachment 7 – Data Interface Requirements. The Data Interface Strategy includes an inventory of the type of data that is being interfaced, estimated volume, data cleansing, the mode (batch file vs. real time update), preparation processes, and the frequency that exports are to be run.

Subtask 3.5.3 Develop Report Formats and Standards

Contractor shall describe the approach and processes for designing, developing, and testing pre-defined reports to meet the requirements specified in Attachment 8 – Reporting Requirements. This strategy shall include an inventory of pre-defined reports that identifies whether the report is existing or new, on-demand or scheduled offline, the frequency that the report needs to be generated, the type of information to be provided, the target audience/distribution list, and a brief description of how the report will be used.

Subtask 3.5.4 Develop Training and Documentation Plans

Describes the approach and processes for technical and user training, development of the systems administration and operations manual, user reference manual, training materials and exercises, and a preliminary training curriculum based on the finders of the Function Assessment and Attachment 9 – Training Requirements.

Subtask 3.5.5 Develop Implementation Strategies Plan

The Contractor shall update and refine the Detailed Work Plan provided in the Project Control Document to include software functional

enhancements, data interface strategies, reports, training and documentation tasks, and transition management tasks.

The Implement Strategies Plan should include the following sections:

1. Executive Summary
   a. Key findings and recommendations
   b. Updated Project Roadmap
   c. Key risks and mitigation measures
2. Software Development and Test Strategy
   a. Approach for developing and testing software enhancements
   b. Software Version Control
   c. Standards and formats for Functional and Technical Designs
3. Data Interface Strategy
   a. Approach for developing and testing data interfaces
   b. Toolsets to be used, if any
   c. Standards and formats for Data Interface Designs
   d. Data Interfaces Inventory
   e. Interface certification process
4. Report Formats and Standards
   a. Approach for addressing reporting requirements
   b. Toolsets used, if any
   c. Standards and formats for Report Designs
   d. Inventory of pre-defined reports, identifying whether the report is existing or new, on-demand or scheduled offline, the frequency that the report needs to be generated, the type of information to be provided, the target audience/distribution list, and a brief description of how the report will be used
5. Training and Documentation Plans
   a. Approach for Technical and User Training
   b. Approach for developing User Documentation
   c. Course curriculum/catalog
   d. Target training groups, estimated Training Volumes, and number for courses
6. Transition Management Strategy
   a. Communication Plan – target audience, modes of communication and information to be communicated
   b. Approach for addressing Business Impacts and Policies & Procedures
   c. Implementation Readiness Checklist and Assessment Process

7. Updated Implementation Plan
   a. Implementation Roadmap
   b. Updated Detailed Work Plan to reflect software enhancements, interfaces, and reports to be designed, developed, and tested.
   c. Updated Deliverables List to reflect any changes to target dates

Deliverable 3.5 Updated Implementation Strategies Plan

Task 3.6 Design and Development

Subtask 3.6.1 Establish Development Environment

The Contractor shall establish the Development environment including tasks for installing and configuring the Development environment in preparation for software development and unit testing.

Activities include listing software components and any third party software (toolsets) required to be installed to support software development and unit testing:

a. Baseline COTS solution
b. Baseline configuration and data set-up
c. List any third party software or toolsets required to support software development and unit testing

Subtask 3.6.2 Design, develop, and unit test software functional enhancements

The Contractor shall be responsible for designing, developing and unit test software functional enhancements – includes the development of Functional and Technical designs for software enhancements as well as developing and unit test software enhancements.

Activities include the developing of functional and technical designs for software enhancements as well as developing and unit testing software enhancements.

Subtask 3.6.3 Design, develop, and unit test data interface utilities

The Contractor shall be responsible for designing, developing and unit testing system data interface file utilities as defined in the Interface Requirements matrix.

Subtask 3.6.4 Design, develop, and unit pre-defined reports

The Contractor shall work with in conjunction with Department staff to design, develop, and test pre-defined reports. Designs for approved pre-defined reports are based on standards and formats listed in the Reporting Requirements Attachment 8.

Deliverable 3.6.1 **Establish Development Environment**
Deliverable 3.6.2 **Design, develop, and unit test software functional enhancements**
Deliverable 3.6.3 **Design, develop, and unit test data interface routines**
Deliverable 3.6.4 **Design, develop, and unit pre-defined reports**

Task 3.7 Application Configuration

Subtask 3.7.1 Establish Configuration Environment

The Contractor shall establish the Configuration Environment to support the findings and results of the COTS application prototyping and fit-gap analysis.

Subtask 3.7.2 Provide Configuration Training

Contractor will be responsible for training Department staff to configure the COTS application based on the findings and results of the COTS application prototyping and fit-gap analysis.

Hands-on training of the COTS application includes:

a. Table-driven configuration
b. User interface configuration
c. Security configuration
d. Workflow configuration
e. User ID set-up and management

Subtask 3.7.3 Configure COTS application

Contractor will support the Department's application configuration efforts by directing, reviewing, and providing quality assurance for the Department's population of system, security, workflow, user tables, and user interface configurations.

Technical and quality assurance support services include:

a. Table-driven configuration
b. User Interface configuration
c. Security configuration
d. Workflow configuration
e. User ID set-up and role assignments

Subtask 3.7.4 **Develop validation routines to support Department Data Interface requirements.**

Contractor shall detail interface data, database maps, and import and export toolsets that are utilized in preparation for validating interface data.

Subtask 3.7.5 **Perform mock validation data interface into the Conversion Environment.**

Contractor shall plan and conduct mock data interface processes to verify the quality of the interfaced data. Upon successful completion, the Contractor shall incorporate data interface routines into the overall Production Cutover Plan.

Subtask 3.7.6 **Establish Integrated System Test Plan**

Contractor shall develop an Integrated System Test Plan that includes a test schedule, test scripts with expected results, data set-up requirements, and an incident tracking and resolution process. The Department will approve the Integrated System Test Plan and provide comments prior to the Contractor commencing its testing. Upon completion of its testing, Contractor shall review documented test results and incident log with the Department.

The Integrated System Test Plan is comprised of the following:

1. Overview
    a. Integrated System Test Approach
    b. Organization of test scripts
    c. Summary of test results
2. Integrated System Test Scripts by functional area with corresponding results
3. Incident log describing reported software incidents, date resolved, and nature of resolution.

Subtask 3.7.7 Conduct Integrated System Testing

Contractor shall verify that the software enhancements, configurations, and data interfaces perform as intended to support the business requirements.

Deliverable 3.7 Configured Application

Task 3.8 Testing

Subtask 3.8.1 Establish Performance Test Plan

Contractor shall develop a Performance Test Plan that includes a test schedule, test criteria based on anticipated transaction profiles, data volumes and user loads identified during Task 3.3 Functional Requirements Review and Finalization, performance targets, and toolsets to be used. The Department will review the Performance Test Plan and provide comments prior to the Contractor commencing its testing. Upon conclusion of the performance testing, Contractor shall update the Performance Test Plan with test results and system tuning recommendations.

Subtask 3.8.2 Establish Performance Environment

The Contractor shall establish the production environment in preparation for Integrated Systems, Performance, and stress testing. The system tested COTS application software and all other required software components and any third party software (toolsets) required to be installed to support performance testing shall be identified and installed in the environment. Contractor shall configure and set-up data required for supporting production testing.

Subtask 3.8.3 Conduct Performance Testing

The purpose of this test is to insure that the target production environment and COTS application software solution meets integrated systems and system performance requirements. Contractor shall develop a performance test plan that includes a test schedule, test criteria (including transaction profiles, data volumes and user loads), performance targets, and toolsets to be used. Department staff will review the performance test plan and provide comments prior to the Contractor commencing its testing. Upon conclusion of the performance testing,

Contractor shall update the performance test plan with test results and system tuning recommendations.
Performance Test Plan and Results include the following:

1. Executive Summary
   a. Performance Test Approach
   b. Summary of findings and recommendations.
2. Performance Test Plan
   a. Scope
   b. Methodology and toolsets
   c. Test criteria and performance targets
3. Test Results
   a. Findings and results
   b. Recommendations

Deliverable 3.8 Production Environment

Task 3.9 Transition Management

Subtask 3.9.1 Develop and conduct user outreach presentations

Contractor shall share support responsibilities with the Department's transition management to provide updates to project stakeholders and the user community.

Support services include:
a. Provide project communication updates
b. Develop and conduct end-user outreach presentations
c. Review and comment on project newsletters and website publications.

Subtask 3.9.2 Develop/revise Department Policies and Procedures

Contractor shall share support responsibilities with the Department's transition management to develop/revise policies and procedures.

Subtask 3.9.3 Define Readiness Assessment process

Contractor shall share support responsibilities with the Department's transition management to define a process for assessing the preparations and readiness for production operations.

Subtask 3.9.4 Develop implementation Readiness Checklist

Contractor shall share support responsibilities with the Department's transition management to develop an Implementation Readiness Checklist.

Deliverable 3.9.1	**User Outreach presentations**
Deliverable 3.9.2	**Revised Department Policies and Procedures**
Deliverable 3.9.3	**Implementation Readiness Assessment Process defined**
Deliverable 3.9.4	**Implementation Readiness Checklist**

Task 3.10 Training and Documentation

Subtask 3.10.1 Develop Training Plan

Contractor shall develop a training plan that includes description of training courses, target training groups, training schedule, and procedures for administering the training environment and training data. The training plan will be based upon the training requirements as specified in Training Requirements.

The Training Plan shall include the following sections:

1. Executive Summary
   a. Approach for Technical and User Training
   b. Summary of training volumes
2. Training Plan
   a. Course Descriptions
   b. Target training groups and training volumes
   c. Train the Trainer Program, if applicable
   d. Training requirements (Facilities, Trainers, equipment, etc.)
   e. Training logistics and administration (Registration, evaluation, training data, IDs, etc.)
   f. Training materials and exercises
   g. Training schedule

Subtask 3.10.2 Develop Systems Administration and Operations Manual

Contractor shall provide a systems administration and operations manual that details procedures for maintaining system tables and configuration, COTS application of software patches and upgrades, an inventory of all offline jobs, as well as scheduling, monitoring and troubleshooting offline jobs, e.g., batch jobs, interfaces, and reports.

The Systems Administration and Operations Manual shall include the following sections:

1. Overview
   a. Purpose and usage
   b. Target audience
   c. Document organization
2. System Administration
   a. User management
   b. Application Security
   c. Table maintenance (scheduled and unscheduled)
3. Batch Operations
   a. Offline processing
   b. Interfaces
   c. Reports
   d. Offline schedules – jobs and dependencies (daily, weekly, monthly, and annual)
4. Troubleshooting

Subtask 3.10.3 Develop End-User Documentation

Develop End-User Documentation – Contractor shall develop the following end-user documentation:

a. End-User Reference Manual – that includes step-by-step desk procedures for performing business operations using the COTS solution.

b. Quick Reference Guides – that serves as a "cheat sheet" that highlights how to perform common key operations using the COTS solution.

c. Updated Online Help – Updated online help files to reflect updated policies and desk procedures.

Subtask 3.10.4 Establish Training Environment

Contractor shall install and configure the training environment. This environment shall be used to support end-user and technical training, and shall also serve as a practice environment. Contractor shall configure and set-up data required for supporting Department and outside agency end-user training.

Subtask 3.10.5 Conduct Technical Training

Contractor shall provide all training materials and exercises, set-up training data and conduct technical training. At a minimum, the technical training shall include a walkthrough of all the procedures described in the system administration and operations manual as follows:

1. System Administration
   a. User Management
   b. Application Security
   c. Table maintenance
2. Operations
   e. Offline processing
   f. Interfaces
   g. Reports
   h. Offline schedules – jobs and dependencies (daily, weekly, monthly, and annual)
3. Troubleshooting

Subtask 3.10.6 Conduct End-User Training

Contractor shall provide all training materials and exercises, set-up training data and conduct end-user training, described in Training Requirements.

Contractor shall develop and provide an electronic, end-user "competency test" for each training module or combination of modules identified by the Department. Contractor will seek input and obtain approval from the Department prior to the "competency tests" being implemented.

Deliverable 3.10.1	**Training Plan**
Deliverable 3.10.2	**Systems Administration and Operations Manual**
Deliverable 3.10.3	**End-User Documentation**
Deliverable 3.10.4	**Training Environment**
Deliverable 3.10.5	**Technical Training**
Deliverable 3.10.6	**End-User Training**

Task 3.11 Production Cutover

Subtask 3.11.1 Re-establish Production Environment

Contractor shall re-promote a clean staging Production Environment as provided by Deliverable 3.8. This environment shall be used for production operations.

Software components and third party software (toolsets) required to be installed to support production operations include:

a. COTS application
b. List any third party software or toolsets
c. Configured COTS application and data set-up
d. Converted data
e. End-User IDs
f. Scheduled offline schedules

Subtask 3.11.2 Develop Production Cutover Plan

Contractor shall develop a Production Cutover Plan that details the steps, sequence, dependencies and responsibilities, for all production cutover activities, including data imports.

Subtask 3.11.3 Support Production Cutover

Contractor shall provide technical support during the Department's production cutover for the following:

a. Cutover Rehearsal
b. Production Cutover

Deliverable 3.11.1	**Production Environment**
Deliverable 3.11.2	**Production Cutover Plan**
Deliverable 3.11.3	**Technical Support for Production Cutover**

Task 3.12 Post-Implementation Support

Subtask 3.12.1 Provide Post-Implementation Support, Maintenance and Professional Services

Contractor shall provide post-implementation support and software maintenance service level requirements and services as described in Paragraph 16. of the Agreement and Exhibit F – Maintenance & Support.

Deliverable 3.12.1 Post-Implementation Support

4.0 Project Assumptions

These assumptions are intended to establish a clear understanding between the Department and Contractor of the scope of work to be performed, the timing of project deliverables and key milestones, project resources required, as well as the roles and responsibilities. Where applicable, the underlying assumptions affecting one or more deliverables are provided, such as dependencies between tasks and definition of responsibilities.

4.10 General Assumptions

1. To the extent possible and consistent with the Department's business requirements, the Department shall minimize custom software modifications or enhancements to the COTS solution.
2. The project governance structure and processes will be established by Department and Contractor within five (5) business days from project inception.
3. Contractor staff shall perform all work on-site at the Department designated project facility unless otherwise authorized in writing by County Project Manager.
4. Department shall provide the project facilities (space, telephones, printers, and office consumables) and network infrastructure to support the joint Department and Contractor project teams. Contractor shall be responsible for providing all computing devices and software (e.g. Microsoft Office and Microsoft Project) for its staff.
5. To the extent that is reasonable, complete deliverable drafts submitted for Department review will undergo an iteration of feedback and revisions provided that Contractor has adequately addressed Department's written comments and feedback.
6. Department shall have no less than five (5) business days to review each deliverable and provide written comments to Contractor. Contractor shall specify the planned review cycle for each deliverable in the Project Control Document.

4.20 Project Management

1. County Project Manager shall prepare the agenda and the minutes for each of the weekly project management meetings, including updated issue and incident logs, updated detailed work plan, deliverable delays, project risks, and decision papers.

2. County Project Manager is to prepare and provide project status updates; escalate issues and present recommendations to the Department's Executive Steering Committee.

3. Contractor Project Manager shall be assigned full-time to the project for the first full month of operations after production cutover.

4. A complete draft of the Project Control Document (PCD), which includes a Detailed Work Plan, must be submitted for Department review within ten (10) business days from project inception.

5. Contractor Project Manager shall notify County Project Manager in writing within five (5) business days of any delays in completing a project deliverable. All reported delays by Contractor Project Manager shall include the impact(s) of the delay and measures to get back on schedule.

6. Prior to commencing work on each deliverable, Contractor Project Manager shall prepare and review the proposed format and content for the deliverable with the County Project Manager.

4.30 Assessment

1. The following assumptions are established for the Functional Assessment:
    a. Department shall develop and provide business scenarios for Contractor to develop Prototype Scripts.
    b. Department shall provide the facilities for conducting the prototype sessions.
    c. Department shall identify and assign up to ten (10) participants for each functional area to be prototyped.
    d. Department shall identify and assess impacts to business operations based on the findings of the prototyping and fit-gap analysis.

2. The following assumptions are established for the Technical Assessment:
    a. Contractor shall specify the type of technical information required of the Department for Contractor to develop the hardware and software specifications required by the SOW.
    b. Department shall provide network and transaction volume statistics, and relevant hardware and software operating standards to Contractor.

3. The following assumptions are established for the Implementation Assessment:

    a. Contractor shall submit a draft of each of the implementation strategies for Department review, as they are prepared.

    b. The implementation strategies shall take into consideration the Department's organizational and project constraints, while addressing the Department's business requirements.

4.40 Implementation

1. The following are assumptions established for the design and development of system export and import files:

    a. Department will be responsible for receiving and processing data generated from the COTS solution, based on the corresponding approved export data file formats.

    b. Department will be responsible for extracting and transforming data from external sources to comply with the corresponding approved validation data elements import formats.

2. The following are assumptions established for application configuration and data set-up:

    a. Table-driven configurations – Contractor shall review configuration recommendations identified during the Fit-Gap analysis and provide written instructions and support Department staff to populate the system tables.

    b. User interface configurations – Contractor shall provide technical support to County staff to implement the user interface configurations identified during application prototyping.

    c. Application security and workflow configurations – Contractor shall create and establish the application security and workflow profiles based on the results of the application prototyping.

    d. User IDs – Department shall create and establish End-User IDs with the technical support from Contractor to assign the appropriate security and workflow roles.

3. The following are testing related assumptions:
    a. Contractor shall be responsible for conducting all regression testing of software enhancements incorporated into the baseline COTS solution as part of the Integrated System Test.
    b. Department shall be responsible for developing and executing the Acceptance Test Plan and Scripts, populating data for acceptance testing, as well as tracking and reporting test incidents for Contractor to resolve. Contractor shall provide technical support to Department staff to operate the COTS solution (e.g. running offline jobs and generating reports) during acceptance testing.
    c. Contractor shall plan and execute Performance Test in the environment (hardware and software) that is targeted for production operations.

4. The following are assumptions established for transition management:
    a. Contractor shall support Department staff in performing implementation readiness assessments and the development/revision of County's policies and procedures.
    b. Department shall, with Contractor assistance, schedule and conduct user outreach meetings as prescribed in the Transition Management Strategy.

5. The following are documentation and training related assumptions:
    a. Contractor shall incorporate the Department's documented new/revised policies and procedures into the User Documentation and Training Materials.
    b. Department shall provide the facilities and copies of training materials for technical and user training.
    c. Please refer to Training Requirements and respective Contractor and Department roles.

4.50 Production Cutover and Operations

1. Contractor shall incorporate all approved application running recommendations as part of establishing the production environment for cutover.

2. Contractor shall review and direct the set-up of the Department's daily, weekly, monthly and annual production offline schedules.

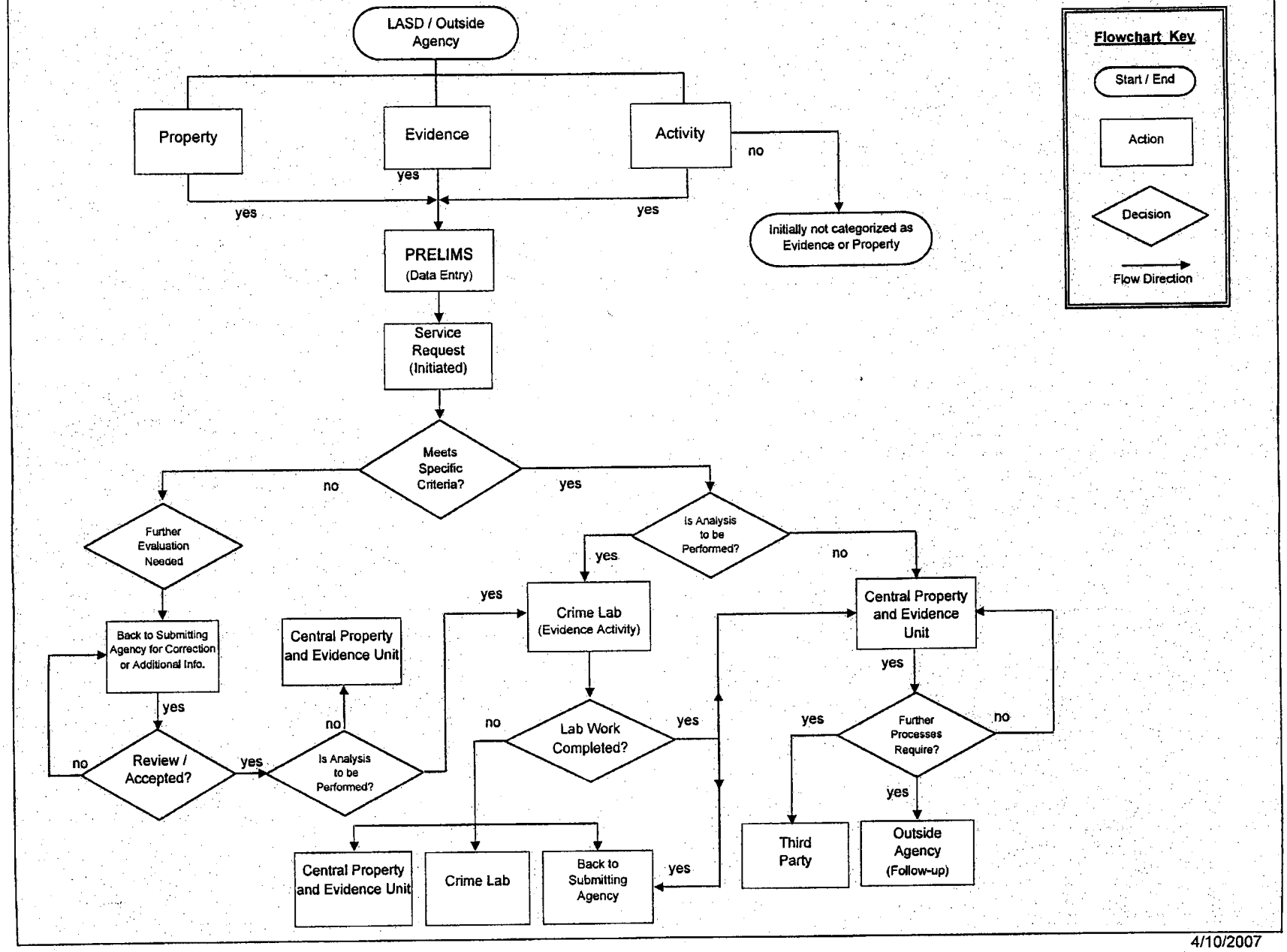
3. Contractor shall assign an on-site team to provide post-implementation support services as developed in Subtask 3.12.1.

PRELIMS

Statement of Work
Attachment 1

Process Flowchart

PRELIMS PROCESS FLOWCHART



4/10/2007

PRELIMS

Statement of Work
Attachment 2

SH-R-49 Incident Report

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

A TRADITION OF SERVICE

INCIDENT REPORT

DATE PAGE OF

ACTION: ☐ ACTIVE ☐ INACTIVE ☐ PENDING	NON-CRIMINAL ☐	# OF ADULT ARRESTS	# OF SUBJECT DETENTIONS	URN # RETENTION	YEAR	SEQUENTIAL	REPORTING DISTRICT	STAT CODE

CLASSIFICATION 1 / LEVEL / STAT CODE

CLASSIFICATION 2 / LEVEL / STAT CODE

CLASSIFICATION 3 / LEVEL / STAT CODE

SEX OFFENSE - VICTIM INFO? YES ☐ NO ☐

DOMESTIC VIOLENCE
☐ NON-PERSONAL (GUN, KNIFE, ETC)
☐ PERSONAL (HANDS, FEET, FIST, ETC)
INJURY ☐ Major ☐ Minor ☐ None
☐ NON-CRIMINAL

DATE, TIME, DAY OF OCCURRENCE | PRINTS REQUESTED ☐ COMPLETED ☐ | BY: | TIME

LOC. OF OCCURRENCE | BUS. NAME

CODE: V-VICTIM W-WITNESS I-INFORMANT R-REPORTING PARTY P-PARTY

CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age

RES. ADDR. | CITY | ZIP | VICTIM OF OFFENSE(S) (CLASSIFICATION) #: # # # # # | RES. PHONE (Area Code) | Day Phone

BUS. ADDR. | CITY | ZIP | ENGLISH SPEAKING ☐ YES ☐ NO | BUS. PHONE (Area Code) | Day Phone

CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age

RES. ADDR. | CITY | ZIP | VICTIM OF OFFENSE(S) (CLASSIFICATION) #: # # # # # | RES. PHONE (Area Code) | Day Phone

BUS. ADDR. | CITY | ZIP | ENGLISH SPEAKING ☐ YES ☐ NO | BUS. PHONE (Area Code) | Day Phone

CODE	# of	LNAME	FNAME	MNAME	SEX	RACE	ETHNIC ORIGIN	DOB	Age

RES. ADDR. | CITY | ZIP | VICTIM OF OFFENSE(S) (CLASSIFICATION) #: # # # # # | RES. PHONE (Area Code) | Day Phone

BUS. ADDR. | CITY | ZIP | ENGLISH SPEAKING ☐ YES ☐ NO | BUS. PHONE (Area Code) | Day Phone

CODE: S-SUSPECT SJ-SUBJECT M-PATIENT S/V-SUSPECT /VICTIM SJ /V -SUBJECT /VICTIM

CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE& No.)

RES. ADDR | CITY | ZIP | RES. PHONE (Area Code)

BUS. ADDR. | CITY | ZIP | BUS. PHONE (Area Code)

SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age

CHARGE | WHERE DETAINED OR CITE #

AKA | MONIKER | BOOKING #

CODE	# of	LNAME	FNAME	MNAME	DRIVER'S LICENSE (STATE & No.)

RES. ADDR. | CITY | ZIP | RES. PHONE (Area Code)

BUS. ADDR. | CITY | ZIP | BUS. PHONE (Area Code)

SEX	RACE	ETHNIC ORIGIN	HAIR	EYES	HGT.	WGT.	DOB	Age

CHARGE | WHERE DETAINED OR CITE #

AKA | MONIKER | BOOKING #

VEHICLE # SUSPECT / # VICTIM	STATUS ☐ STORED ☐ IMPOUNDED ☐ OUTSTANDING	LICENSE (STATE & No.)	YEAR	MAKE	MODEL	BODY TYPE	COLOR

REGISTERED OWNER | IDENTIFYING FEATURES | CHP 180 SUBMITTED: ☐ YES ☐ NO | GARAGE NAME & PH.

BY DEP.	EMPLOYEE #	VACATION DATES	DEP.	EMPLOYEE #	VACATION DATES

STATION | UNIT / CAR # | SHIFT | APPROVED | EMPLOYEE # | DATE | TIME

VICTIM DESIROUS OF PROSECUTION ☐ YES ☐ NO | ASSIGNMENT

HQ NOTIFICATION REQ: ☐ YES ☐ NO | DEP. | DATE / TIME | SPECIAL REQUEST DISTRIBUTION

SUSP / SUBJ RELEASE APPROVED BY | TIME | PCD SUBMITTED: ☐ YES ☐ NO | TT B/C BY | DATE | TIME | SECTY.

DATE	TIME RECEIVED	TAG #	URN #	PAGE OF
INPUT / CHECKED NCIC, CII, ETC: ☐ YES ☐ NO	EVIDENCE HELD: ☐ YES ☐ NO	EVIDENCE ENTERED IN: PATROL ____ Ledger/Page # NARCOTICS ____ Ledger/Page # SAFE ____ Ledger/Page # BY		

EVIDENCE HELD:

☐ BLOOD ☐ BULLET ☐ BULLET CASING ☐ CHECKS ☐ CLOTHES ☐ CREDIT CARDS ☐ ELECTRONIC EQUIPMENT ☐ FINGERPRINTS
☐ FOOTPRINTS ☐ FRAUD DOCUMENTS ☐ GSR ☐ HAIR ☐ JEWELRY ☐ MISCELLANEOUS ☐ MONEY ☐ NARCOTICS
☐ OTHER PRINTS ☐ PAINT ☐ PHOTOGRAPHS ☐ RAPE KIT ☐ RECEIPTS ☐ TOOLS ☐ URINE ☐ VEHICLE IMPOUNDED
☐ VEHICLE PARTS ☐ WEAPONS ☐ _____

PROPERTY CODE: **S-STOLEN R-RECOVERED L-LOST F-FOUND E-EMBEZZLED D-DAMAGED EV-EVIDENCE**
(Use all applicable Codes; for example, if property is both Stolen and Recovered, Code is S/R)

RELEASED TO

CODE	ITEM #	QUAN.	DESCRIPTION (Include kind of article, trade name, identifying numbers, physical description, material, color, condition, age and present market value)	SERIAL #	VALUE

PART I STATISTICAL INFORMATION

PROPERTY		
TYPE OF PROPERTY	STOLEN	RECOVERED
CLOTHING/FURS	$	$
CONSUMABLE GOODS	$	$
CURRENCY/NOTES	$	$
FIREARMS	$	$
HOUSEHOLD GOODS	$	$

TYPE OF PROPERTY	STOLEN	RECOVERED
JEWELRY	$	$
LIVESTOCK	$	$
LOCAL STOLEN VEHICLES	$	$
MISCELLANEOUS	$	$
OFFICE EQUIPMENT	$	$
TV/RADIO/STEREO	$	$

VICTIM OF SEX CRIMES REQUEST FOR CONFIDENTIALITY

PURSUANT TO SECTION 293(a) OF THE CALIFORNIA PENAL CODE, YOU ARE INFORMED THAT YOUR NAME WILL BECOME A MATTER OF PUBLIC RECORD, UNLESS YOU REQUEST THAT IT REMAIN CONFIDENTIAL AND NOT BE A PUBLIC RECORD, PURSUANT TO SECTION 6254 OF THE GOVERNMENT CODE.

I, _____ HEREBY **(DO) (DO NOT)** ELECT TO EXERCISE MY RIGHT TO PRIVACY.

SCREENING FACTORS

YES	NO		YES	NO	
☐	☐	1. SUSPECT IN CUSTODY	☐	☐	7. GENERAL SUSPECT DESCRIPTION
☐	☐	2. SUSPECT NAMED/KNOWN	☐	☐	8. GENERAL VEHICLE DESCRIPTION
☐	☐	3. UNIQUE SUSPECT IDENTIFIERS	☐	☐	9. UNIQUE M.O. OR PATTERN
☐	☐	4. VEHICLE IN CUSTODY	☐	☐	10. SIGNIFICANT PHYSICAL EVIDENCE
☐	☐	5. UNIQUE VEHICLE IDENTIFIERS	☐	☐	11. TRACEABLE STOLEN PROPERTY
☐	☐	6. WRITER / REVIEWER DISCRETION	☐	☐	12. MULTIPLE WITNESSES

PRELIMS

Statement of Work
Attachment 3

Glossary of Common Terms

GLOSSARY OF COMMON TERMS

AGENCY	An organization, including the Los Angeles Sheriff's Department that submits evidence to Central Property for storage and/or to the Crime Lab for analysis
ARTICLE, BRAND, CATEGORY TABLE	Table containing definitions of Article, Brand, and Category codes to serve as validation for data input in the California's Department of Justice Automated Evidence/Property System.
ASD	Administrative Services Division
ASCLD/LAB	American Society of Crime Laboratory Directors/Laboratory Accreditation Board - The organization responsible for accrediting crime laboratories, both nationally and abroad.
ATTRIBUTE	A distinctive property or quality inherent in an item.
BAR CODE	A printed code consisting of a group of variously patterned bars and spaces that is designed to be scanned and read as identification for the object it labels.
BATCH	A quantity of items handled in one operation.
BIOLOGICAL	Of the nature of living matter, e.g., blood, blood samples, tissue samples, hair samples, body fluids, etc.
CASE	An item or collection of items identified by an URN or Originating Case Agency numbers that may be analyzed within the laboratory.
CHAIN OF CUSTODY	A formal, written process which records the individuals having custody of property/evidence from the time it is received to its final disposition. At minimum, an automated system should provide the following: • The capability for both electronic and paper chain of evidence. • One-time data entry into the system for both evidence and property items. • Cash management relative to property and evidence. • Management of "special/sensitive items." • Bar coding of all items/containers and storage locations • Tracking of items within a facility or department. • Tracking of all transactions including to courts/labs. • System security. Assumption: Case Number may also be called File ID, Report Number, or Record ID.
CHARGE / LEVEL	The specific crime the defendant is accused of committing. Accusation of a crime by a formal complaint, information or indictment.
Felony	A crime of a graver or more serious nature than those designated as misdemeanors, e.g., aggravated assault (felony) as contrasted with simple assault (misdemeanor). Under many state statutes, any offense punishable by death or imprisonment for a term exceeding one year.
Misdemeanor	Offenses lower than felonies and generally those punishable by fine, penalty, forfeiture or imprisonment otherwise than in penitentiary.

GLOSSARY OF COMMON TERMS

CITATION NUMBER	A situation may arise where property may be seized upon an issuance of a Citation. In lieu of an URN as a case identifier, a Citation Number may be used. Money or property removed for examination or introduction into evidence will be assigned an URN and suffix identifier.
CIVIL LITIGATION EVIDENCE	Items deemed necessary as evidence in a civil proceeding.
CJIS	Criminal Justice Information System.
CLETS	California Law Enforcement Telecommunications System.
CODIS	Combined DNA Index System supported by the FBI that stores DNA profiles developed by federal, state, and local crime laboratories.
CONTACT INFORMATION	Phone number, fax number, eMAIL address, cell phone number or other information that may be used to contact a person.
CONTAINER	Outer packaging used to contain one or more evidence items.
COURT CASE NUMBER IDENTIFIER	An evidence item identifier assigned by a court.
CPE	Central Property and Evidence Unit
CRIME LAB RECEIPT (LRN)	SH-CR-126 Receipt used to record evidence items submitted to Scientific Services Bureau for analysis. The Crime Lab Receipt will become obsolete as PRELIMS is implemented.
CRIME SCENE	A location to which a staff member may be called for the identification, documentation, collection, and preservation of physical evidence.
DEA	Drug Enforcement Agency
DEPOSIT IN TRUST	Money seized but is not unique and is not evidence in itself. Therefore, money is deposited in a non-interest bearing account and deposit receipts serve as a record of seized money.
DIRECT EVIDENCE	Evidence that directly process a fact, without an inference or presumption, and which in itself, if true, conclusively establishes that fact
DMV	Department of Motor Vehicles
DOJ	Department of Justice – maintains the eleven databases with CJIS.
DOJ – ABS	Department of Justice Automated Boat System: an automated database containing information about boats that are stolen, repossessed, stored, or boat parts that are stolen.
DOJ – AFS	Department of Justice Automated Firearm System: an automated database containing information about serialized weapons that have been lost, stolen, found, etc.
DOJ – APS	Department of Justice Automated Property/Stolen Bike System: an automated database containing information about serialized property – lost, stolen, held for evidence, under observation, or pawned and bearing either the manufacturer's and/or owner applied number.

GLOSSARY OF COMMON TERMS

DOJ - SVS	Department of Justice Stolen Vehicle System: an automated database containing information about vehicles, license plates, or vehicle parts that are stolen.
DSB	Data Systems Bureau – Technical Services
E.I.	Event Index – a summary of a file number breaking down the event, location, date, and time of occurrence, subject's names and reporting officer.
ELECTRONIC SIGNATURE	An electronic signature is a symbol or process that will represent a signature of record for a person with the authority to sign the record. It is expected the signature will be authenticated through PRELIMS with use of a Personal Identification Number (PIN) or password.
EPIC	Evidence and Property Inventory Control – ASD/CPE automated system for the tracking of evidence within the CPE Unit and various stations and units.
ETS	Evidence Tracking System – Scientific Services Bureau computer system for the tracking of evidence within the Crime Lab.
EVIDENCE	Evidence is any property related to a crime or incident that may implicate or vindicate a person from a criminal charge. Items deemed "evidence" can be held on the most minor of offenses to the most severe. Evidence items must be related to a crime and must be appropriately maintained. Penal Code Section 1417-1419 describes the proper options for disposing of evidence once a case has been adjudicated or closed.
EVIDENCE AND PROPERTY RETENTION/STATUS	
Immediate Dispose	When there is no need to retain items and no other procedures apply. The property is processed for immediate disposal.
Found	Non-evidentiary property which, after coming into the custody of a law enforcement agency, has been determined to be lost or abandoned and is not known or suspected to be connected with any criminal offense.
6 Month Status	Items where there is no need for retention as evidence and no other procedures apply. Six consecutive months after delivery to Central Property and Evidence, evidence/property item is disposed of without further notification to the depositing station/unit.
Hold	Items to be retained intact as evidence in a court case. Items can only be released or disposed with the written authorization of the case investigator of record.
Safekeeping	Property for safekeeping is any property not related to a crime, primarily placed in the custody of a law enforcement agency for temporary protection, or in an effort to determine legal ownership.

GLOSSARY OF COMMON TERMS

Property seized pursuant to a search warrant	Property seized pursuant to a search warrant includes property seized pursuant to a court ordered search warrant and to all items ordered seized by a judicial court with appropriate jurisdiction as dictated under Penal Code Sections 1535 and 1536. Items seized under the jurisdiction of the court issuing the warrant shall be held indefinitely until the court orders the items released, destroyed, or turned over to the court.
EVIDENCE ITEM SUFFIX NUMBER	A three digit number representing the evidence item number added to the end of the 15 digit URN. The evidence item suffix number is sequenced from the Truncated URN as the elements representing the truncated URN remain consistent and do not change.
EXAMINER/ANALYST	A qualified, trained, and tested individual assigned to the laboratory that provides a forensic service.
FACILITY	A physical location such as a building.
FCN	A File Control Number is assigned to a serialized evidence item by the California Justice Information Systems (CJIS). It is the primary key for access to related information in any one of eleven CJIS databases.
FINAL DISPOSITION	Disposition or direction that causes an item to be processed to its conclusion / closure.
FIREARM	Any weapon designed to expel a projectile by the means of an explosion. Applies to pistols, rifles, shotguns, cannons, machine guns, and flare guns. Does not include BB guns (air guns), blank firing starter pistols and spear guns.
HAZARDOUS MATERIALS	Volatile substance such as gasoline, acids, explosive vapors, etc.
HIGH VALUE	Items deemed valuable such as jewelry, expensive watches such as "Rolex", foreign currency and coins, collector's stamps, negotiable bonds, all currency, etc.
INCIDENT REPORT	Formally called a Complaint Report, the Sheriff's Department Incident (SH-R-49) Form is used to record information for input into the department's current record management system L.A.R.C.I.S. Types of information include suspect information, vehicle identifiers and descriptions, significant physical evidence, traceable stolen property, witness information, and possible crime patterns.
JDIC	Justice Department Interface Controller System – The Los Angeles County Sheriff's Department connection to the National Crime Index Code (NCIC).
JEWELRY	A valuable ring, pin, necklace, especially one set with a gem or gems; precious stones, etc.
LA FAST	Los Angeles Fast Track – Narcotics cases that are analyzed within 48 hours from the time of arrest allowing the defendant to plead at the time of arraignment.
L.A.R.C.I.S.	Los Angeles Regional Crime Information System – supports statistical reporting, crime analysis and case management

GLOSSARY OF COMMON TERMS

	requirements and is available to all law enforcement agencies in the County.
L.A.R.C.I.S. EVENT ID	A secondary identifier that can be used to connect PRELIMS evidence item records to L.A.R.C.I.S. Case information. This identifier is a combination of three data elements, Agency ORI, reporting year, and sequential number from LASD's assigned URN or outside agency file/case ID.

L.A.R.C.I.S. RECORD ID	A serialized L.A.R.C.I.S. record ID number that is associated with an L.A.R.C.I.S. Event ID that can be used to tie PRELIMS / L.A.R.C.I.S. data together.
LEGAL CODE	Listing of legislative regulations, e.g., Penal, H&S, etc.
LIVESCAN	The method of electronically scanning a subject's fingerprints. Also provides for digital mug-shot photo-imaging in addition to fingerprints.
LOCATION	A physical location, e.g., shelf, drawer, freezer, etc, referencing a facility, section, and specific location.
MASTER CASE NUMBER	This number is used to inter-relate/intra-relate department and/or outside agency cases
MASTER FILE NUMBER	This number is used when LASD cases are consolidated into one case. The master file number is assigned an URN number by the consolidating unit with a statistical code segment '999'. The master file number uses the same format at the URN number.
MNEMONIC	MNE Computer address of a particular terminal. Every JDIC terminal is assigned a mnemonic by the Department of Justice.
MPP	Manual of Policy and Procedures
MONEY IN TACT	Money that is unique therefore has evidentiary value such as money with markings, stains, serial number accounted for, etc.
NARCOTIC	Any natural or manufactured substance used for medicinal or mind altering purposes, e.g., cocaine, heroin.
NCIC	National Crime Information Center System
OFFENSE TYPE	Homicide, sexual assault, narcotics etc.
ORI	Originating Agency Identifier – unique identification number assigned by the FBI/NCIC to every law enforcement agency or criminal justice agency nationwide to identify that agency.
ORIGINATING AGENCY CASE/FILE NUMBER	Case / File number assigned by an originating agency to identify their case/file reports. This number is comprised of two data elements, the Agency ORI and case/file ID. An evidence item suffix will be added to the Outside Agency ORI, and Record ID as the primary property/evidence identifier to be used for the purpose of facilitating accountability. Assumption: Case Number may also be called File ID, Report Number, or Record ID.

GLOSSARY OF COMMON TERMS

PACKAGE	The physical constraints of submitted evidence, e.g., plastic bag, envelope, etc.
PANEL	A group of specific laboratory services.
PERISHABLE	Liable to spoil or deteriorate especially foods.
PIMS	Prosecutor's Information Management System.
PIN	Personal Identification Number: an unique number to validate an user-id when recording a digital transaction, e.g., evidence item transfer, report signature, etc.
PRISONER BOOKING NUMBER	A situation may arise where prisoner's property may be routed to Central Property for safekeeping. In lieu of an URN as a case identifier, a 7-position Booking Number may be used. Money or property booked originally as personal property and is later needed as evidence will be assigned an URN and suffix identifier.
PROPERTY ACQUISITION	Budget requests for unclaimed property, in lieu of purchasing, to be used for accomplishment of work tasks.
PROPERTY CONTROL (PC) CARD	SH-CR-37, a receipt for items transferred to the Central Property and Evidence Unit. This receipt will become obsolete as PRELIMS is implemented.
PROPERTY CONTROL LEDGER	SH-CR-514 Commonly referred to • Master Ledger – general storage items • Safe Ledger – Safe storage items, High value items • Narcotics Ledger – Narcotics storage room
PROPERTY / EVIDENCE CATEGORY	Category of property / evidence being entered, must be one of the following: • Biological • Boat • Cash • Firearms • Narcotics • Property/Bicycles • Other High Value • Vehicle
PROPERTY / EVIDENCE ITEM SUFFIX IDENTIFIER	All property and evidence items are listed numerically in a designated section of the Report/Incident Report (SH-R-49). The item number is added to the URN or Outside Agency Case/File Number and is used on all ledgers, transmittals, receipts, and reports for the purpose of facilitating automated accountability.
PROPERTY / EVIDENCE TYPE	Type of property / evidence being entered, must be one of the following: • Evidence • Found Property • Personal Property • Safekeeping
RECEIPT	An acknowledgement of a transfer of evidence has taken place.
REPORTS System Reports	A report generated by a computer system.

GLOSSARY OF COMMON TERMS

Analytical Instrumental	A report containing results conclusions, opinions of an examiner. A report generated by analytical instrumentation.
ROUTE	A pre-determined set of "stops" whereby evidence items are picked-up and/or returned to law enforcement agencies by the Department.
ROUTE LIST	A list of evidence items to be picked up and/or returned to law enforcement agencies via a route.

SAFE	A metal or concrete storage box with locking mechanism/combination lock that can be secured and is impervious to surriptious or forced entry.
SDN	Sheriff's Data Network – the high speed network which connects all of the individual LANs throughout the Department; it provides access to the Department's major business applications, the Intranet, and the Internet.
SEALED HIGH VALUE	Signature of Watch Commander on envelope flap and signature covered with clear tape.
SECTION	An unit, discipline, or sub-discipline within the Crime Lab.
SERVICE REQUEST	An analysis/examination type, activity or other type of service or process requested by an individual or agency to be performed by Central Property and Evidence and/or the Crime Lab.
SSB (Crime Lab)	Scientific Services Bureau – Technical Services Division (Crime Lab)
STATUS	The state of a service request, task, and/or evidence item in relation to the service request being granted or task completion. Examples may include: • Active • Pending • Accepted • In-route • Ready to return • Move to storage
SUBMISSION	One or more items transferred to the custody of the Crime Lab at the same time.
TASK	A specific analysis or task to be performed by laboratory staff (e.g. DNA extraction; cocaine analysis; shoe impression; TOX screen, etc.). A task is assigned to an individual or may be assigned to a laboratory section.

GLOSSARY OF COMMON TERMS

TRUNCATED URN	Uniform report number reported only by year, sequential, and reporting district (RD). A TRUNCATED URN remains consistent and does not change. 06-03925-02 06 Reporting Year 03925 Sequential Report Number 02 Reporting District Station

UNIFORM REPORT NUMBER (aka FILE NUMBER) with ITEM SUFFIX NUMBER	15 digit report number representing codes for five basic report elements; and a 3 digit item suffix number which represents the evidence item number. The evidence suffix number is sequenced from the Truncated URN: 406-03925-0284-061-001 4 Retention period 06 Reporting Year 03925 Sequential Report Number Reporting District Station and Patrol 0284 Area 061 Statistical Code 00n Evidence Item Suffix Number
USER	Any person authorized to access the PRELIMS system.
USER ASSIGNMENT	Staff position within a section and/or discipline that may include security levels.
VIN	Vehicle Identification Number – a unique identification number assigned by the manufacturer to a vehicle for identification in the event it is stolen.
WARRANT NUMBER IDENTIFIER	An evidence item may have a warrant issued requesting an evidence item be turned over to another agency, e.g., L.A. Superior Courts, L.A. County Municipal Courts, or outside law enforcement agencies.
WEB INTERFACE	Internet interface that will allow users with specific permission levels to enter evidence items, case information, service requests, and query the system for analytical results and reports utilizing Web Browser technology: thereby foregoing the need for PRELIMS application software to be installed on a client workstation.
WORK LIST	A digital list of casework to be completed through a batch process interfacing with lab instrument software. Results may be used as input to analytical and statistical reports.
WORK SHEET	A digital form to use to record case notes, including compilations, dates and times of services, case examination notes and/or results, etc. Data from this work sheet may be used as input to analytical and statistical reports.

GLOSSARY OF COMMON TERMS

References	
1.0	Manual of Policy and Procedures (MPP) Los Angeles County Sheriff's Department
2.0	State of California, Department of Justice Criminal Justice Information Systems (CJIS) Manual.
3.0	Property and Evidence Management Guide (POST)
4.0	California Association for Property and Evidence (CAPE)
5.0	Los Angeles County Sheriff's Department Intranet
6.0	Subject Matter Experts (SMEs)

PRELIMS

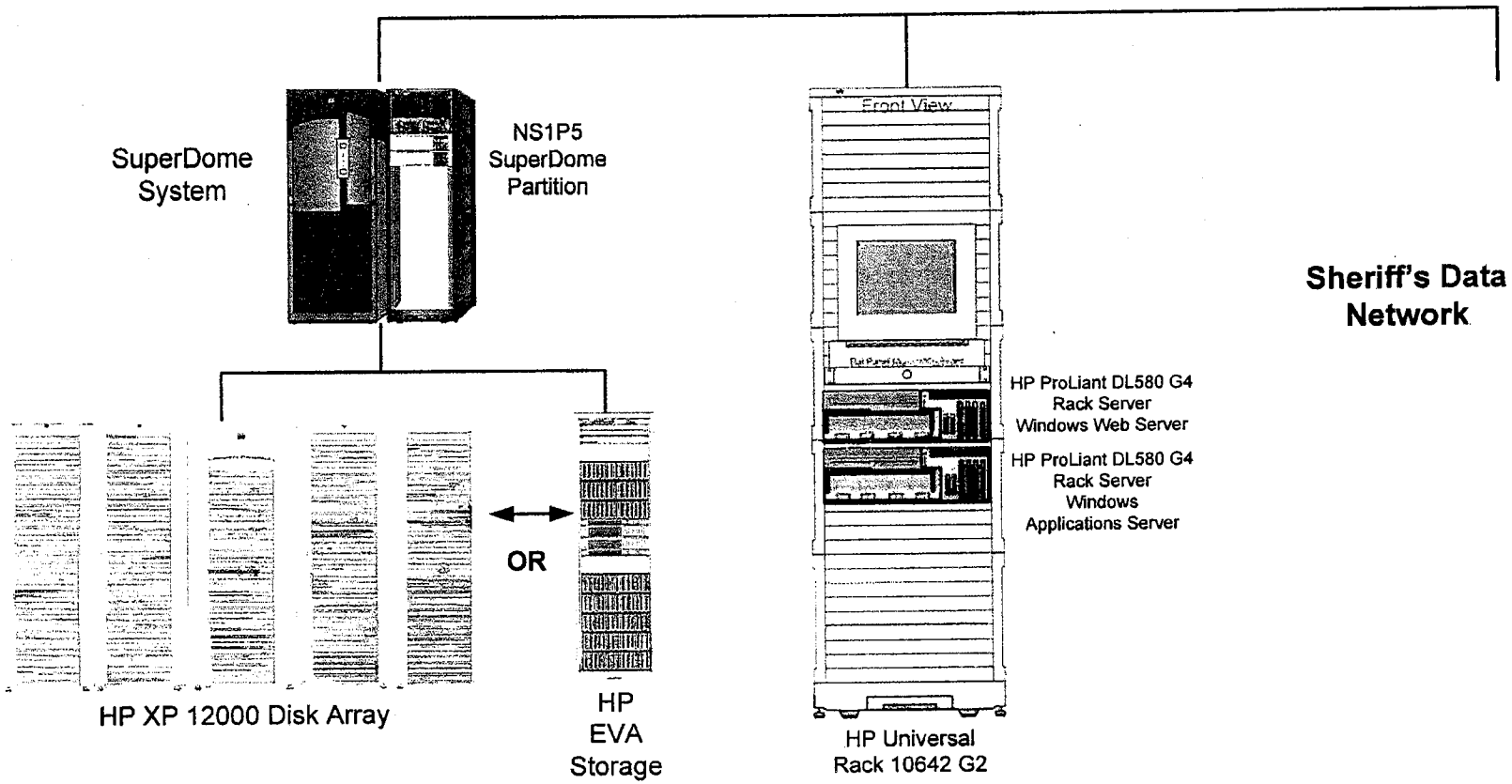
Statement of Work
Attachment 4

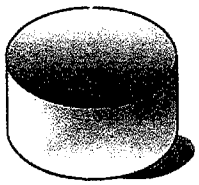
Computing Infrastructure
Hardware Architecture

DATA CENTER ADMINISTRATION UNIT

PRELIMS Project
Hardware Architecture

March/30/2007





2 TB Oracle Data Base Storage

Descriptions:
2 ea HP ProLiant DL580 G4 Rack Server
1 ea SuperDome Partition - NS1P5
PRELIMS: 4 x 1.6Hz Itanium, 32GB RAM, DVD-ROM, DAT40, 4 x 73GB
2 x FibreChannel/1000BaseT, 2 x Dual Ultra160, Enterprise/OE
Storage Options:
A) Norwalk XP12000 - 3TB RAID5 - 7 x 146GB Array Groups, 1 x Hot Spare, 8GB Cache
B) HP StorageWorks 3000 Enterprise Virtual Array

PRELIMS

Statement of Work
Attachment 5

Technical Requirements

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or Optional (O)	Vendor Response YES / NO	Comments
	GENERAL TECHNICAL REQUIREMENT			
TEC 1.00	System must be a Windows browser-based software solution. A browser based software solution is defined as a solution that utilizes Web browsers as the only required component installed on the client computer, e.g., Microsoft's .NET. Note: This requirement does not apply to the analytical interface component of this application utilizing client/server technology.	M		
TEC 2.00	System must be able to install and run all components in a 3-tier architecture [Web browser, application server and/or database server(s)] where the identified servers are HP / UX 64bit Itanium Superdome processors.	M		
TEC 3.00	System must meet Americans with Disabilities Act (ADA) compliance rules.	O		
TEC 4.00	System shall be based on server technology that supports vertical and horizontal scalability, fail over, clustering, and load balancing capabilities to support a user community of approximately 10,000 named end-users.	M		
TEC 5.00	Support multi-site capabilities from a centralized server deployment.	M		
TEC 6.00	The system's functionality must be capable of being accessed via a portal.	O		
TEC 7.00	System must provide enterprise wide visibility and still be configurable for each business area.	M		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
	APPLICATION TOOLSETS			
TEC 8.00	Provide toolsets to accommodate the following:			
TEC 8.01	Database maintenance (performance and tuning)	M		
TEC 8.02	Report design	M		
TEC 8.03	Security administration	M		
TEC 8.04	End-user interface design: Configuration engine enables users to configure event-driven business rules for tailoring system behavior and functionality without the need for programming	O		
TEC 8.05	System upgrade administration	M		
TEC 8.06	Application Programming Interface (API) Maintenance	O		
TEC 8.07	Online Analytical Processing (OLAP) Maintenance	O		
TEC 8.08	Archiving data	M		
	DATA ENTRY			
TEC 9.00	Display informational message indicating another person is viewing/updating the record the second end-user has just queried and if they wish to update the record, they must wait until the record has been updated and/or released by the first end-user.	M		
TEC 10.00	Provide the ability to define user pull down lists for any database attribute within the application.	O		
TEC 11.00	Utilize a 'Soundex' like feature when the exact spelling is not known.	O		
TEC 12.00	Provide immediate transfer of values from "Pop up" tables to the appropriate field when selected and to proceed to the next entry field.	M		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
TEC 13.00	Allow complete validation and editing of data at the point of entry based on user defined criteria (e.g., transaction, tables, archived records, transaction status, etc.).	M		
TEC 14.00	Provide cross-field validation for related fields upon data entry.	M		
TEC 15.00	Intentionally blank			
TEC 16.00	Provide transaction processing controls and edits for entered transactions.	M		
TEC 17.00	End-user screens contain triggers to additional data screens based on a specific data input.	M		
TEC 18.00	Allow mass changes by table-driven data through proper security.	M		
TEC 19.00	Provide a consistent user interface across all components, including:			
TEC 19.01	Consistent function keys	M		
TEC 19.02	Screen naming functions	M		
TEC 19.03	Navigation patterns	M		
TEC 19.04	Menus (as defined by security profile)	M		
TEC 19.05	Look and feel (adherence to a single user interface standard)	M		
TEC 20.00	Provide Single Sign-on capability to access all application components with one logon ID and password. Access to individual components will be defined through security groups, roles, and privileges.	M		
TEC 21.00	Provide the ability to use Active Directory to authenticate user access.	O		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
	BAR CODE FUNCTIONALITIES			
TEC 22.00	Provide the ability to read 1D bar codes	M		
TEC 23.00	Provide the ability to produce Code 128 1-dimensional bar codes	M		
TEC 24.00	Support legacy lab receipts including Code 3 of 9 bar code	M		
TEC 25.00	Provide the ability to design size, format, fields on bar code labels by authorized personnel	M		
TEC 26.00	Provide the ability to designate bar code label size	M		
TEC 27.00	Provide ability to read 2D bar codes (PDF-417)	O		
	NETWORK REQUIREMENTS			
TEC 28.00	Support multi-user capability within a Wide Area Network (WAN) environment.	M		
TEC 29.00	Support the following Network standards and protocols:			
TEC 29.01	Transmission Control Protocol/Internet Protocol (TCP/IP)	M		
TEC 29.02	Ethernet	M		
TEC 29.03	Fast Ethernet	M		
TEC 29.04	Gigabit Ethernet	M		
TEC 29.05	Asynchronous Transfer Mode (ATM)	M		
TEC 29.06	Virtual Private Network (VPN)	M		
TEC 29.07	Frame Relay	M		
	DATABASE REQUIREMENTS			
TEC 30.00	Provide full integration among all software modules. Specifically, the updating of any data element occurs only once, and is then reflected throughout all modules and processes.	M		
TEC 31.00	All applications/modules must utilize the same database.	M		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
TEC 32.00	Application must run on Oracle 9i Release 2 or greater RDBMS technology.	M		
TEC 33.00	Provide system administration tools to perform data backup, data restoration, and data file reduction in a live environment allowed by appropriate security administration and privileges	O		
TEC 34.00	Provide support for load balancing.	O		
TEC 35.00	Provide table entries that are future dated, that is they become effective in future date.	M		
TEC 36.00	Ability to archive records upon request for records within a user-defined time and criteria.	O		
TEC 37.00	Provide method to access and retrieve archived data.	O		
TEC 38.00	Ability to retrieve archived records upon request for records within a user-defined time and criteria.	O		
TEC 39.00	Validate integrity of database before and after records are archived.	O		
TEC 40.00	Ability to list all records included in the archive.	O		
REPORTING				
TEC 41.00	Include a comprehensive report generation capability for both standard and ad-hoc report with built-in graphing and charting.	O		
TEC 42.00	System must support the use of Cognos business intelligence software tools. Since the County's standard for business intelligence software is Cognos, the vendor to provide narrative explanation on how the system can use Cognos.	O		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
TEC 43.00	Provide multimedia report output (central printers, screen, data file, CD-Rom, DVD, etc.).	O		
TEC 44.00	Run on-line reports in the background and allow users to continue processing.	O		
TEC 45.00	Ability to schedule reports to be run at a later date and/or on a recurring basis.	O		
TEC 46.00	Ability for end-user to view print progress of any report.	O		
TEC 47.00	Provide end-users with the ability to create & generate ad-hoc reports.	O		
TEC 48.00	Allow ad-hoc report/query definitions to be stored in private folders.	O		
TEC 49.00	Allow ad-hoc report/query definitions to be stored in public libraries.	O		
TEC 50.00	Ability to link from reporting tool to graphic, spreadsheet and presentation applications.	O		
TEC 51.00	Ability to utilize wildcards in queries	M		
TEC 52.00	Ability to utilize 'Soundex' like feature when the exact spelling is not known.	O		
TEC 53.00	Ability to create line graphs from the reporting tools.	O		
TEC 54.00	Ability to create bar charts from the reporting tools.	O		
TEC 55.00	Ability to create pie charts from the reporting tools.	O		
TEC 56.00	Ability to create stacked bar charts from the reporting tools.	O		
TEC 57.00	Ability to create min/mid/max line graphs from the reporting tools.	O		
TEC 58.00	Ability to create regression line from reporting tools.	O		
TEC 59.00	Allow report output to be routed to an external database.	O		
TEC 60.00	Allow report output to be routed to a word processing software such as MS-Word or Corel WordPerfect.	O		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
TEC 61.00	Allow report output to be routed to spreadsheet such as MS-Excel.	O		
TEC 62.00	Allow report output to be routed to American Standard Code for Information Interchange (ASCII) files.	O		
TEC 63.00	Allow report output as Extensible Markup Language (XML) file.	O		
TEC 64.00	Allow report output as Hypertext Markup (HTML) report and/or file.	O		
TEC 65.00	Allow report output in un-editable format such as PDF.	M		
TEC 66.00	Provide print preview capability.	M		
TEC 67.00	Allow year-to-year, month-to-month, period-to-period, year to date and life to date comparison on reports.	O		
TEC 68.00	Ability to report on any date during the month or year.	O		
TEC 69.00	Ability to generate reports based on user-defined thresholds and criteria (other than date).	O		
TEC 70.00	Reports can include control breaks.	O		
TEC 71.00	Reports can include end-user defined calculations and formulas.	O		
TEC 72.00	Reports can include end-user defined headings and borders.	O		
TEC. 73.00	Intentionally blank			
TEC 74.00	Provide flexibility to users to indicate round numbers (or not) in reports.	O		
TEC 75.00	Allow users to sort report by any field within the report.	O		
TEC 76.00	Allow users to define a sort order for reports.	O		
TEC 77.00	On-line, real-time reporting and query capability with the ability to reference a data dictionary.	O		
	ERROR METHODOLOGIES			
TEC 78.00	Error messages appear in a consistent format across all system modules, for both batch and on-line processing. Specifically, error messages having like codes, text and screen locations.	O		
TEC 79.00	Error messages are integrated with on-line help function.	O		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
	SECURITY AND AUDIT CAPABILITIES			
TEC 80.00	Support use of "Secure ID" and similar devices.	O		
TEC 81.00	Ability to record date, time, and user ID for all system transactions.	M		
TEC 82.00	Provide historical records (log file) of table updates for a minimum of ten years including the user ID of who made the changes and the actual changes.	M		
TEC 83.00	Allow users to change passwords.	M		
TEC 84.00	System Administrator can define parameters such as requiring users to use alphanumeric and numeric characters in passwords.	O		
TEC 85.00	Provide the option for system to require password changes periodically.	O		
TEC 86.00	Administrator can reset and/or delete passwords.	M		
TEC 87.00	Can log-off a user after a specified number of denied log on attempts.	M		
TEC 88.00	Log off user and generate report to security officer if user attempts to breach system authorized level defined security parameters while on-line.	O		
TEC 89.00	Unsuccessful logon attempts are recorded by system and retained for a user defined period of time.	O		
TEC 90.00	Set security profile to define personnel authorized to:			
TEC 90.01	Log on	M		
TEC 90.02	Add data	M		
TEC 90.03	Change data	M		
TEC 90.04	View data	M		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
TEC 91.00	Provide option to restrict data access for each security profile by:			
TEC 91.01	User ID	O		
TEC 91.02	Application	O		
TEC 91.03	Screen	O		
TEC 91.04	Field	O		
TEC 91.05	Menu	O		
TEC 91.06	Module	O		
TEC 91.07	Report	O		
TEC 91.08	Transaction type	O		
TEC 91.09	Role	O		
TEC 92.00	Provide ability to view or obtain reports showing:			
TEC 92.01	Authorized system use	O		
TEC 92.02	Unauthorized system use	O		
TEC 92.03	Security profiles by user	O		
TEC 92.04	Security breaches or attempts	O		
TEC 93.00	Ability to predefine, based on job function and role, a security profile and assign individuals to such profiles.	M		
TEC 94.00	Ability to provide multiple security profiles to a single user.	O		
TEC 95.00	Ability to view log files on-line for all additions, changes, and modifications including:			
TEC 95.01	Date / time stamp	M		
TEC 95.02	User ID	M		
TEC 95.03	Before and after data values	M		
TEC 95.04	Specific input device	O		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
TEC 96.00	Provide record or file encryption using Data Encryption Standard (DES) standards.	O		
TEC 97.00	Authenticate users with a single password.	M		
TEC 98.00	Support standard encryption techniques for all data transmitting over the network.	O		
APPLICATION INTERFACES				
TEC 99.00	Built-in export feature for extracting data in standard formats (e.g., Excel, comma delimited text, etc.) for use in importing data to other applications.	M		
TEC 100.00	Ability to utilize Messaging Application Programming Interface (MAPI) compliant e-mail systems such as Outlook, pagers, cell phones.	M		
TEC 101.00	Ability to support Extensible Markup Language (XML) transactions with external systems.	O		
ANALYTICAL INSTRUMENTATION INTERFACES				
TEC 102.00	Provide interfaces to the current installed analytical instruments.			
TEC 102.01	ABI 310 DNA analyzer (Biology, DNA)	M		
TEC 102.02	ABI 3130 DNA Analyzer (Biology, DNA)	M		
TEC 102.03	ABI 7000 Real Time PCR analyzer (Biology, DNA)	M		
TEC 102.04	ABI 7500 Real Time PCR Analyzer (Biology, DNA)	M		
TEC 102.05	Agilent GCMS Chemstation (v A.03.00 to D.01.02.16) (Controlled Substances)	M		
TEC 102.06	Agilent GCMS Chemstation D.02.00.275 (Controlled Substances)	M		
TEC 102.07	Agilent GCMS Chemstation D.03.00.611 (Controlled Substances)	M		
TEC 102.08	Agilent GCMS Chemstation v D01.02.16 (Toxicology)	M		
TEC 102.09	Agilent GCMS Chemstation v D02.00.275 (Toxicology)	M		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
TEC 102.10	Agilent GCMS Chemstation v D03.00.611 (Toxicology)	M		
TEC 102.11	Beckman Coulter Biomek 2000 (Biology, DNA)	M		
TEC 102.12	Craic QDFI 1000 Microspectrophotometer (MSP) runs Grams software (Trace)	M		
TEC 102.13	Gas Chromatograph Infrared spectrophotometer (GCIR): Agilent 6890 GC w/ G2913A Chemstation coupled with a Thermo-Electron (Nicolet) 6700 Optical spectrophotometer (Clan Lab).	M		
TEC 102.14	Olympus AU400 Auto analyzer (Toxicology)	M		
TEC 102.15	OMNIC 4.0 (Controlled Substances)	M		
TEC 102.16	OMNIC 4.1a (Controlled Substances)	M		
TEC 102.17	OMNIC 7.3 (Controlled Substances)	M		
TEC 102.18	Perkin Elmer Turbochrom (v.6.1.2) (Blood Alcohol)	M		
TEC 102.19	QIAGEN BioRobet EZ1 (DNA)	M		
TEC 102.20	Tecan EVO150 Liquid Handling Robot (Biology, DNA)	M		
TEC 102.21	Tecan Minilyser Auto analyzer (DNA,Toxicology)	M		
TEC 102.22	Thermo-Electron (Nicolet) FTIR OMNIC 6.1A (Trace)	M		
TEC 102.23	Varian GC/MS CP3800(GC) / 1200 L (MS) Workstation 64 software (Trace)	M		
TEC 103.00	Ability to interface with potential upgraded instrumentation as well as develop interfaces to new instrumentation that may be available in the future.	M		

Criticality Codes:
M = Mandatory
O = Optional

Reference Number	Requirement	Mandatory (M) or	Vendor Response	Comments
	BAR CODE SCANNER, BAR CODE PRINTER, and SIGNATURE CAPTURE TERMINAL INTERFACES			
TEC 104.00	Ability to interface with Symbol Technologies LS2208 bar code scanner	M		
TEC 105.00	Ability to interface with Interlink EPAD-INK Input Device W/Integrisign Signature Software	M		
TEC 106.00	Ability to interface with the below listed bar code printers:			
TEC 106.01	Zebra 2746e	M		
TEC 106.02	Zebra TLP 3642	M		
TEC 106.03	Zebra TLP 3842	M		
TEC 106.04	Zebra TLP 2844	M		
TEC 107.00	Ability to interface with new barcode printers as may be available in the future.	M		
	HELP SYSTEM CAPABILITY			
TEC 108.00	Provide context sensitive on-line help feature.	O		
TEC 109.00	Provide on-line help features for all screen elements (screen errors and error codes).	O		
TEC 110.00	Provide a user customizable help feature.	O		
	DOCUMENTATION CAPABILITY			
TEC 111.00	Provide up-to-date end-user manuals which contain clear and thorough descriptions of all screen functions, screen data, programs, and any processing parameters.	O		
TEC 112.00	Provide on-line documentation for users.	M		
TEC 113.00	Provide user manuals on CD-ROM.	O		
TEC 114.00	Provide comprehensive technical system documentation and technical manuals including:			
TEC 114.01	Program descriptions	M		
TEC 114.02	Screen definitions and descriptions	M		
TEC 114.03	Database definitions, logical data model, and record layouts	M		
TEC 114.04	System operations	M		

PRELIMS

Statement of Work
Attachment 6

Functional Requirements

Los Angeles County Sheriff's Department
PRELIMS - Evidence, Property, and Lab Information Management System
Statement of Work Attachment 6 - Functional Requirements

Criticality Codes:
CR = Critical - Must Have
EX = Expected
DR = Desired

Vendor Response Codes:
F = Fully Provided "Out-of-the-Box"
NV = Provided in the Very Next Version
T = Configuration Using Built-In Toolset (survives software upgrades)
C = Customization (requiring changes to underlying source code)
TP = Third Party Software Required
NA = Not Available

Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
General				
GEN 1.00	CR	Ability to utilize Oracle 9i or greater database to incorporate property and evidence tracking, laboratory management, and reporting within one database instance to facilitate the management of evidence from the time of collection, through forensic analysis, until final disposition.		
GEN 2.00	CR	Ability for unlimited simultaneous end-user data entry, query, and retrieval, in different geographic locations, through Web browser access.		
GEN 3.00	CR	Ability to prevent updates/revisions to a record if that record is being simultaneously accessed by another user.		
GEN 4.00	CR	Ability to issue a message that another person has control of a record when a second person queries a record 'held' by another person.		
GEN 5.00	CR	Ability to issue a message to notify an user viewing a record being updated by another user that the record had changed and the view must be refreshed and changes re-input to affect updates.		
GEN 6.00	CR	Allow use of PIN and user ID when accepting/relinquishing custody of an item without the user having to log into the system [at that workstation].		
GEN 7.00	CR	Ability to support compatibility with Windows 2000 and XP workstations.		
GEN 8.00	CR	Ability to add configure the system, create user-defined data elements, and develop end-user reports as needed.		
GEN 9.00	CR	Ability to maintain a user friendly interface with consistency of commands, functions, keyboard equivalents, and general look and feel throughout functions.		
GEN 10.00	CR	Ability to support quick end-user response time utilizing efficient internal processing tools and techniques.		
GEN 11.00	CR	Ability to support integration with MS-Office for import and export of information to/from the system.		
GEN 12.00	DR	Ability to support integration with WordPerfect Office Suite for import and export of information to/from the system.		

Criticality Codes:
CR = Critical - Must Have
EX = Expected
DR = Desired

Vendor Response Codes:
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TP = Third Party Software Required
NA = Not Available

Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
GEN 13.00	EX	Ability to allow creation and use of hot keys to be able to access functions without mouse movement or clicks. Have quick, customizable keyboard shortcuts to frequent functions in screens.		
GEN 14.00	EX	Ability to pick one or more items from a pick list using the standard Windows protocol (control + click) or range of items (shift + click).		
GEN 15.00	EX	Ability to search drop down lists by first letter, number, etc		
GEN 16.00	EX	Ability to archive a case including all data/images, with easy access to archived data.		
GEN 17.00	CR	Ability to readily identify on screens all mandatory information required during data entry.		
GEN 18.00	CR	Ability to save user interface settings.		
GEN 19.00	CR	Ability to customize screens based on analytical section/service provided.		
GEN 20.00	CR	Ability to provide user-maintainable look up tables.		
GEN 21.00	CR	Ability to display agency name and agency case number on all screens.		
GEN 22.00	CR	Ability to display lab case number on all screens.		
GEN 23.00	EX	Ability to support ISO 17025 compliance.		
GEN 24.00	EX	Ability to create a paperless system utilizing PRELIMS technology.		
GEN 25.00	DR	Ability to take on data from in-house legacy evidence, property, and lab information management systems including at a minimum transactions/moves history and certain evidence item, case, and person information.		
Web Interface				
WEB 1.00	CR	Ability to enter case information, individual evidence items, and initiate service requests through a secure web page.		
WEB 2.00	CR	Ability to query the system, produce, and print reports through a secure web page.		
WEB 3.00	CR	Ability to allow access to search, view, and print the most current version of an issued analytical reports from a web page.		
WEB 4.00	CR	Ability to add additional web pages (instruction sheets, etc.).		

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WEB 5.00	CR	Ability to allow viewing of finalized analytical reports which have been finalized via web access bases on system security such as logon ID and role.		
WEB 6.00	CR	Ability to allow viewing of finalized run sheets, examination notes, and examiner's certification, e.g., blood alcohol discipline, via web access based on system security such as user logon ID and role.		
Security				
SEC 1.00	CR	Ability to support a security system that supports group, role, and data level security.		
SEC 2.00	CR	Ability to assign group privileges and assign single users to multiple groups.		
SEC 3.00	CR	Ability to allow unlimited number of user groups that can be created.		
SEC 4.00	CR	Ability to enable/prohibit data changes based on group, role, and data level security.		
SEC 5.0	CR	Ability to record the authorization of staff access to and use of operational areas of the laboratory and to areas affecting the quality of the tests. (ISO 17025).		
SEC 6.0	CR	Ability to document and account for all keys, magnetic cards, etc in order to limit distribution to authorized staff. (ISO 17025)		
SEC 7.0	CR	Ability to automatically log a user off system after a user-defined time limit of inactivity.		
Audit Trail Tracking and Reporting				
AUD 1.00	CR	Ability to provide complete audit history audit trail components including view, update, query requests, report creation, and access for data security and recovery of lost transactions/data.		
AUD 2.00	CR	Ability to provide audit history of items based on case number (URN and Outside Agency ORI/Record ID), lab case number, Master file number, master lab number, warrant number, booking number, court case number or any combination thereof.		

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AUD 3.00	CR	Ability to edit select data based on role; require justification for change; maintain original data in archive; and maintain the ability to produce and/or view history.		
AUD 4.00	CR	Ability for designated individuals to correct records of case information, evidence item information, person information, service request information, and/or transaction information. If original record is in error, ability to flag the record to be hidden from view of reports, etc, while maintaining the record in the database with an audit trail.		
AUD 5.00	CR	Ability to audit the viewing history of analytical reports and images.		
Chain of Custody				
CST 1.00	CR	Ability to associate evidence with any and all record identifiers, in any combination including one item to many cases, multiple items to one case etc.		
CST 2.00		The system must be able to maintain the chain of custody for individual evidence/property items by providing:		
CST 2.01	CR	Ability to associate an individual evidence/property item with a case number or multiple case numbers.		
CST 2.02	CR	Ability to associate multiple individual evidence/property items to one or more case numbers.		
CST 2.03	CR	Ability to associate lab technician with an individual evidence/property item.		
CST 2.04	CR	Ability to associate names and roles, e.g., victim, subject, owner, with an individual evidence/property item.		
CST 2.05	CR	Ability to associate modified, e.g., edited or changed, case number with original case number, e.g., URN, truncated URN, Outside Agency ORI/Case number.		
CST 2.06	CR	Ability to associate Investigator with an individual evidence/property item.		
CST 2.07	CR	Ability to associate ORI with URN or Outside Agency case number.		

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CST 2.08	CR	Ability to associate Court number with an individual evidence/property number.		
CST 2.09	CR	Ability to associate Coroner's Case number with an individual evidence/property item.		
CST 2.10	CR	Ability to associate lab analyst item number to an individual evidence/property item.		
CST 2.11	CR	Ability to associate storage location with an individual evidence/property item.		
CST 2.12	CR	Ability to associate identity of individual performing transaction or item movement to an individual evidence/property item.		
CST 2.13	CR	Ability to associate date/time of transaction or item movement to an individual evidence/property item.		
CST 2.14	CR	Ability to associate identity of individual accepting custody of item to an individual evidence/property item.		
CST 2.15	CR	Ability to associate the location relinquishing custody of item to an individual evidence/property item.		
CST 3.00	CR	Ability to maintain association of "spawned" items (child) to a specific evidence/property item (parent). A new suffix identifier shall not be given to each "spawned" item.		
CST 4.00	CR	Ability to maintain association of "split" items (child) to a specific evidence/property item (parent). A new suffix identifier shall be given to each "split" item.		
CST 5.00	CR	Ability to associate updates to URN or Outside Agency ORI/case number with an originally assigned URN or Outside Agency ORI/case number.		
CST 6.00	CR	Must have on line query capabilities to view item movement history and item modifications including: Case number, Case Investigator, Custodian/Evidence courier, Lab technician, item, location, ORI, Court Number, Names, Roles, Date Range, Item disposition.		

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CST 7.00	CR	Ability to produce chain of custody detail in electronic and/or hard copy format and include electronic signatures where appropriate and/or required.		
CST 8.00	CR	Ability to enter comment for a move / transfer evidence items, documents, and/or assets.		
CST 9.00	CR	Allow use of PIN and User-ID when accepting or relinquishing custody of an item without the user having to log into the system from that specific work station.		
CST 10.00	CR	Ability to enter data from a paper chain of custody document into PRELIMS, or to scan a paper chain of custody document into PRELIMS, that documents the acceptance or release of an evidence item when PRELIMS is not available for access at that location.		
CST 11.00	CR	Ability to record the transfer of evidence using a signature pad to identify the individual receiving or releasing evidence, and to be able to print a receipt that includes said identification and signature.		
CST 12.00	CR	Ability to edit erroneously entered transfer/transaction/move information where all references and links to the erroneous data is maintained and accessed through system audit trails.		
CST 13.00	CR	Ability to print a receipt for an evidence item to act as the submitting agency's chain of custody record.		
CST 14.00	CR	Ability to track batch transfers of evidence items for chain of custody purposes and/or evidence processing using a single bar code label on an evidence container that references all items in said container.		
CST 15.00	CR	Ability to track changes in the custody of all items (item/sub-item/sample) from their point of entry in the system to their disposal by storing all relevant information about the change in custody. When there is a change in the custody, the new custodian name/location, date & time of transfer must be documented.		
CST 16.00	CR	Ability to record movement of items between different locations.		

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CST 17.00	CR	Ability to track all split and derivative (spawned) items into separate traceable sub-items.		
CST 18.00	CR	Ability to document receipt of evidence received by the Department from evidence route collection, over-the-counter submissions, from crime scene investigations, or generated from Crime lab processing.		
Evidence and Property Management				
Evidence Entry				
EPM 1.00	CR	Ability to document all evidence/property items and respective attributes received for a single case from point of initial entry in PRELIMS to each item's disposal.		
EPM 2.00		Ability to capture, document and edit evidence item attributes, for tracking, searching, reporting and statistical purposes, for at least the following:		
EPM 2.01	CR	Case Number (URN) or outside agency case number.		
EPM 2.02	CR	Item Number (Suffix) automatically incremented by one.		
EPM 2.03	CR	Date of incident.		
EPM 2.04	CR	Date of evidence/property item collection.		
EPM 2.05	CR	Master File Number.		
EPM 2.06	CR	Report Date.		
EPM 2.07	CR	Name(s) and Role(s).		
EPM 2.08	CR	Originating Agency Identifier (ORI).		
EPM 2.09	CR	Investigating agency name.		
EPM 2.10	CR	Submitting agency name.		
EPM 2.11	CR	Identity of individual entering evidence into system.		
EPM 2.12	CR	Person information including, but not limited to, investigator(s), subject(s), victim(s) names, phone number, address, e-mail address, etc.		
EPM 2.13	CR	Property types - allow for property to be identified by its evidentiary value, such as found property, property for safekeeping, prisoner property, or evidence.		

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EPM 2.14	CR	Property categories - allow for a generic descriptor of the property, such as a bike, knife, document, firearms, narcotic, biological, etc. validated against Department standard descriptors.		
EPM 2.15	CR	Charge Level automatically populated from stat code/crime code table.		
EPM 2.16	CR	Description of packaging for each evidence item selected from a list of Department standard descriptors.		
EPM 2.17	CR	Description of evidence item to be selected from a list of Department standard descriptors and/or validated against standardized ABC (Article, Brand, Category) tables.		
EPM 3.00	CR	Ability to associate, reference, track an item identifier assigned (i.e. in the field, at a crime scene, etc.) by an examiner/analyst, investigator to the subsequent item identifier (suffix identifier) assigned through PRELIMS.		
EPM 4.00	CR	Ability to identify and categorize items according to their evidence type as identified by the California Criminal Justice Information System (CJIS) Article Brand Category tables (ABC tables).		
EPM 5.00	CR	Ability to automatically initiate a Service Request based on item category. A Service Request shall also be available for activities, i.e. crime scene investigation, film processing, etc., for which there is no direct association with an item at the time the request is generated.		
EPM 6.00	CR	Ability to initiate a Service Request when evidence is entered into the system.		
EPM 7.00	CR	Ability to capture detailed notes with spell check capabilities.		
EPM 8.00	CR	Ability to manage packaging information, including how items are packaged and quantity of packages.		
EPM 9.00	CR	Ability to identify unit of measure.		
EPM 10.00	CR	Ability to validate location entry based on item category. For example, Biological = Freezer; Cash = Safe; Firearm = Gun vault; Narcotic = Narco Vault.		

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EPM 11.00	CR	At completion of data entry, system must have the ability to place in queue, all records/items requiring validations/approvals by first level approvers and if required, second level approvals for sensitive items such as cash or narcotics, prior to final acceptance of items.		
EPM 12.00	EX	Ability to provide a customizable drop down warning or safety field which indicates if an item is hazardous, e.g., biohazard, toxic, etc., or requires another type of special handling.		
Evidence Management				
EPM 13.00	CR	Ability for laboratory to receive multiple evidence items at different times and from different contributors for a single case.		
EPM 14.00	CR	Ability to search, query, and view using search criteria such as URN, Truncated URN, Outside Agency ORI/Case Number, Master File Number, Master Case Number, or any other evidence identifier described in the Evidence Item Identifier section; item number, date of incident, report date, names, roles, evidence type, evidence category, charge level, unit of assignment, detail, date of record entry, time, user, article, brand, model, serial number, caliber, firearm category/type, item status, location, disposition, notes, in any combination.		
EPM 15.00	CR	Ability to automatically group and route Service Requests by service priority, geographic location, volume and to electronically notify lab couriers of pending items.		
EPM 16.00	CR	Ability to search and retrieve/view record information by scanning an evidence item's bar coded label. The bar code label must include URN, Truncated URN, Outside Agency ORI/Case number, and/or any other evidence identifier described in the Evidence Item Identifier section.		
EPM 17.00	CR	Ability to group multiple evidence items together to be transacted at the same time using a container bar code regardless of whether they are or are not from the same submission or case.		

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EPM 18.00	CR	Ability to, accept, release, update/modify evidence item(s) individually or through batch processing using an URN, Truncated URN, Outside Agency ORI/Case number, or any other evidence identifier described in the Evidence Item Identifier section.		
EPM 19.00	CR	Ability to group Service Requests, identify individual evidence items and their locations, and notify CP&E Property Custodians and Crime Lab Couriers of required service, pickup, and delivery activities.		
EPM 20.00	CR	Ability to set evidence item retention defaults, based on legal definition, automatically with the ability to override the retention default on appropriate security privilege.		
EPM 21.00	CR	Ability to generate evidence disposition notifications to investigators based on specified time, evidence category, charge level and/or any other user defined criteria.		
EPM 22.00	CR	Ability to create a evidence storage location into which evidence can be transacted/transferred/moved.		
EPM 23.00	CR	Ability to assign evidence to a created location.		
EPM 24.00	CR	Ability to automatically assign evidence to a specific examiner or examiner(s) based on a set of pre-established criteria.		
EPM 25.00	CR	Ability to automatically assign evidence to a specific location based on a set of pre-established criteria.		
EPM 26.00	CR	Ability to notify personnel of assigned evidence items, service and activity requests.		
EPM 27.00	CR	Ability to add a lab analyst's notated item number to an evidence item.		
EPM 28.00	CR	Ability to associate investigator/analyst's item number, e.g., evidence collected in the field, to URN or ORI/agency case and associated suffix number.		
EPM 29.00	CR	Ability to associate, cross-reference, scan and track evidence/property item number, lab item number, and analyst item numbers.		

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EPM 30.00	CR	Ability for laboratory to receive evidence through evidence courier routes, from Central Property, from a crime scene investigation, internally as a product of a laboratory process, over-the-counter (at the laboratory), or from a location outside of the laboratory which is not a crime scene.		
EPM 31.00	CR	Ability to assign/transact evidence to an evidence storage location or to an examiner for testing.		
EPM 32.00	CR	Ability for laboratory to receive multiple evidence items at the same time from different contributors and different cases through a batch process without having to retrieve and manually update individual evidence items.		
EPM 33.00	CR	Ability to select a single location and transact custody of multiple items to that location by manually entering, selecting from a pick list, or scanning the location's bar code one time only.		
EPM 34.00	CR	Ability to establish an evidence item's priority by default or assign manually.		
EPM 35.00	CR	Ability to assign a new item number to evidence items that are generated from a laboratory and/or property handling process (evidence splitting) and to maintain the parent-child relationship. For example, one of three items submitted in one evidence package is broken out, is repackaged into its own separate package, and will not to be reunited with the original package. Must also have the ability to add text to a note field to describe the association.		
EPM 36.00	CR	Ability to identify evidence that is "spawned" from an evidence item and to associate, cross-reference, scan and track this "spawned" evidence by its unique identifier maintaining the parent-child relationship between them (e.g. blood stain removed from shirt for DNA processing), with the ability to add text to a note field describing this association.		
EPM 37.00	CR	Ability to search and manage by any item attribute or by a combination of item attributes.		

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EPM 38.00	CR	Ability to assign an item status as "to remain at facility" and require name of person requesting subsequent item status changes and the reason for the change.		
EPM 39.00	CR	Ability to combine Service Requests for batch processing by scanning a container bar code.		
EPM 40.00	CR	Ability to view current assignment information and storage location of an item.		
EPM 41.00	CR	Ability to allow data entry by Department members and outside agency personnel based on defined roles and privileges.		
EPM 42.00	CR	Ability to transfer custody and location and custody of an evidence item through manual entry or by scanning the evidence item's PRELIMS bar code label.		
EPM 43.00	CR	Ability to provide notification to personnel of evidence items that have either arrived at the laboratory or has been entered into the system and its associated Service Request has been marked as accepted.		
EPM 44.00	CR	Ability to notify staff of evidence items assigned to their custody by eMAIL (MS-Outlook).		
EPM 45.00	CR	Ability to add/delete evidence items on a courier's pickup/delivery route list.		
EPM 46.00	CR	Ability to automatically transact evidence items, flagged as "ready-to-return," to an evidence location based on a numbered route selected and the day of the week that the route function is to be executed.		
EPM 47.00	CR	Ability to set a maximum time period for which an evidence item may be held in any storage location; when this time period is exceeded, ability to generate electronic notification.		
EPM 48.00	CR	Ability to perform a "pre-release" test to verify that evidence items with an "on hold" disposition are not released from the Department's custody.		

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EPM 49.00	CR	Ability to allow batch transfers of evidence items for chain of custody purposes and for evidence processing using a single bar code for evidence containers.		
EPM 50.00	CR	Ability to document that evidence items are unsuitable for analysis either at the time of evaluation of Service Request, at time of submission to the laboratory, or during evidence processing.		
EPM 51.00	CR	Ability to automatically update evidence item status when task(s) related to its Service Request have been completed and the evidence item is ready for its next Service Request and/or task.		
EPM 52.00	CR	Ability to edit erroneously entered item information including, but not limited to, associated case, description, notes, custody date, submitting or receiving person, Lab Receipt Number, etc. based on security role permissions.		
EPM 53.00	EX	Ability to view and track date and time of disposition notifications and their status and appropriate approvals.		
EPM 54.00	EX	Ability to document, such as in a note field, through a check box, or pick list, that an evidence item is to be analyzed through outside funding (grant, departmental project, etc).		
EPM 55.00	EX	Ability to flag, notify, and indicate to staff that, based on test results, an evidence item is to be forwarded to next evidence location.		
EPM 56.00	DR	Ability to document that an item of evidence was completely consumed during analysis.		

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Evidence Inventory Management				
EPM 57.00	CR	Ability to perform an inventory utilizing container and/or location bar codes and to produce a reconciliation report. Reconciliation report shall list missing, misplaced, and unrecognized items in accordance with the assigned item location/disposition.		
EPM 58.00	CR	Ability to create multiple evidence locations configured according to the Department's specifications.		
EPM 59.00	CR	Ability to aggregate locations for searching, display, reporting, and statistical purposes, e.g. grouping all freezer locations (e.g. group all storage locations in freezers).		
EPM 60.00	CR	Ability to create/delete/edit evidence locations, users, agencies, allowable by appropriate security privilege.		
EPM 61.00	CR	Ability to mandate an audit of an evidence location prior to inactivating the location to ensure that no evidence is assigned to that location; and have ability to produce a report documenting this audit.		
EPM 62.00	CR	Ability to print evidence bar code labels on demand.		
EPM 63.00	CR	Ability to produce reconciliation reports for items in evidence locations.		
EPM 64.00	CR	Ability to produce inventory reports for expected items in a specific location.		
EPM 65.00	CR	Ability to update items and locations based on individual item or batch scans.		
EPM 66.00	CR	Ability to conduct inventories based on bar code scans of location(s), containers and items.		
EPM 67.00	CR	Ability to update item location by scanning bar coded evidence label and/or evidence location bar code label. Must include date, time and custodian identification information, e.g., name, etc., at time of update or inventory.		
EPM 68.00	CR	Ability to conduct inventories based on location and item type.		

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Evidence Courier System				
ECR 1.00	CR	Ability to create editable courier route schedules which display evidence items to be returned to each courier route location.		
ECR 2.00	CR	Ability to add/delete evidence items in a courier route allowable by appropriate security privilege.		
ECR 3.00	CR	Ability to automatically transact evidence items, flagged as "ready-to-return," to an evidence location based on a numbered route selected and the day of the week that the route function is to be executed.		
ECR 4.00	CR	Ability to automatically group and route Service Requests by service priority, geographic location, volume and to electronically notify lab couriers of pending items.		
ECR 5.00	CR	Ability to list all lab analysis Service Requests for items stored at Central Property that require lab courier pickup/service and to notify lab couriers of the pending items.		
Case Information Management				
CAS 1.00	CR	Ability to support the data elements of the Uniform Reporting Number (URN) plus suffix where the suffix, i.e., last three-position block of numbers, is incremented by one (from the Truncated URN) each time an evidence item with an already established URN number in PRELIMS is entered into the PRELIMS for display, record retrieval, and reporting.		
CAS 2.00	CR	Ability to retrieve case information using URN, Truncated URN, Outside Agency ORI/Record-ID, Lab Receipt Number (LRN), person information, or other unique identifier for searching, reporting, and statistical purposes.		
CAS 3.00	CR	Ability to group multiple URN numbers under one Master File Number which uses the same format as the URN number for display, record retrieval, and reporting purposes.		

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CAS 4.00	CR	Ability to group multiple URN numbers and/or outside Agency ORI/Record-ID numbers as a master case for query and reporting purposes.		
CAS 5.00	CR	Ability to utilize the truncated URN number to uniquely identify a case, for display, record retrieval, and reporting purposes.		
CAS 6.00	CR	Ability to display in alpha text the reporting district for Department cases, i.e. translate the numeric code into English.		
CAS 7.00	CR	Ability to record, lookup (using individual elements and wildcards), sort, group by, and display full and truncated URN file number information.		
CAS 8.00	CR	Ability to support 'masking' an outside agency 'Record-Id' to support agency format validation rules. Agency assigned evidence item numbers will be included in each agency's mask.		
CAS 9.00	CR	Ability to support the data fields of the Agency ORI and the Record-ID as an identifier for outside agency cases.		
CAS 10.00	CR	Ability to add an evidence item suffix to the Outside Agency ORI and Record-ID. PRELIMS will automatically assign a suffix identifier, defaulting to 001 and incrementing by one.		
CAS 11.00	CR	Ability to assign a default agency/department ORI based on an user's logon-id with the ability to edit/override.		
CAS 12.00	CR	Ability to display, search, and report on agency/department names based on that agency/department's ORI.		
CAS 13.00	CR	Ability for laboratory to link and/or associate and/or reference more than one Department and/or outside agency case number utilizing a unique identifier.		
CAS 14.00	CR	Ability to distinguish and/or aggregate a Department case by station or unit for display, record retrieval, and statistical reporting purposes.		
CAS 15.00	CR	Ability to document, edit and distinguish investigating agency/station/unit from submitting agency/station/unit. Ability to default investigating agency as the submitting agency at time of data entry.		

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CAS 16.00	CR	Ability through Audit Trail to track all edited/modified data in PRELIMS documenting user-id, date and time stamp, and values before and after modification.		
CAS 17.00	CR	Ability to support OCJP (OES) number, L.A.R.C.I.S Event ID, L.A.R.C.I.S Record-Id, California Justice Information System File Control Number (FCN), Court Case Number, Coroner Case Number, Warrant Number, Lab Receipt Number (LRN), Property Control (PC) Number, Prisoner Booking Number, and/or Citation Number for searching, cross referencing, case and/or item look-up, statistical and reporting purposes.		
CAS 18.00	CR	Ability to assign an evidence item priority, either individually, or to all evidence items associated with a particular case		
CAS 19.00	CR	Ability to validate against an existing URN, Truncated Urn, or Outside Agency ORI/Record-Id in the system prior to adding a new URN, Outside Agency ORI/Record-Id.		
CAS 20.00	CR	Ability to include at least the following information for each case: offense type (e.g., civil, criminal), legal code (e.g., Penal Code, Health and Safety), and Charge Code (e.g., 187, 211).		
CAS 21.00	CR	Ability to allow for many offense types per case with one designated as the primary offense.		
CAS 22.00	CR	Ability to scan and store laboratory case related paper documents (examination and administrative documentation).		
CAS 23.00	CR	Ability to record notes regarding the ease including the electronic signature or initials of person making or adding to notes.		
CAS 24.00	CR	Ability to create a laboratory record of work performed without evidence having been submitted (example: case created with crime scene investigation request only; case created for photo/digital imaging work).		
CAS 25.00	CR	Ability to view a case's most current information and status on a single screen with links to finalized laboratory analytical reports for that case.		

Los Angeles County Sheriff's Department
PRELIMS - Evidence, Property, and Lab Information Management System
Statement of Work Attachment 6 - Functional Requirements

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CAS 26.00	CR	Ability to view all evidence items related to any or all associated Department and outside agency cases.		
CAS 27.00	CR	Ability to view a case's analytical run sheets, examination notes and examiner's certification.		
CAS 28.00	CR	Ability to generate and print a laboratory case record/case jacket bar code.		
CAS 29.00	CR	Ability to track the location of paper laboratory case records, including to whom the laboratory case record was checked out, date checked out, and date returned by using bar coded labels.		
CAS 30.00	CR	Ability to set case confidentiality to control access to information.		
CAS 31.00	CR	Ability to add, modify, and edit person information related to a case including, but not limited to: name, role, sex, DOB, DOD, booking number, citation number, driver's license number, warrant number, court case number, CII number, FBI number, Main number, coroner case number, contact information with appropriate security privilege.		
CAS 32.00	CR	Ability to add, modify, and edit agency information related to a case including agency name, agency acronym, address, contact information		
CAS 33.00	CR	Ability to add electronic signature, examiner's handwritten initials, input from instrument interfaces, scanned documents and/or unique case identifier(s) to case records with appropriate security		
CAS 34.00	CR	Ability to edit erroneously entered case information including, but not limited to, year, file number, file format, charge, investigation type, priority, submitting or investigating agency, notes, persons associated, evidence items associated with appropriate security privilege and documented audit trail..		
CAS 35.00	CR	Ability to select an URN number from a list of existing URN numbers associated to a Truncated URN when inputting a new evidence item using the Truncated URN as an evidence identifier.		

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CAS 36.00	CR	Ability to designate whether the URN number for select evidence items or for all evidence items currently assigned to an URN number that is to be modified will also be modified to reflect the new URN number.		
Service Requests / Tasks				
Service Requests				
SVR 1.00	CR	Ability to submit, generate and/or update a Service Request electronically to indicate pending activity or status, such as notification to custodian for items needed for court, investigation, lab analysis, release back to submitting agency, or other purpose.		
SVR 2.00	CR	Ability to provide notification to laboratory personnel of incoming evidence for evidence that has either arrived at the laboratory or has been entered into the system and its associated Service Request has been marked as accepted.		
SVR 3.00	CR	Ability to initiate a Service Request with or without evidence associated with it (e.g. request for Biology Section to perform DNA analysis; request for Firearms Section to perform a comparison examination; request for crime scene investigation, request for photo/digital imaging services, etc.).		
SVR 4.00	CR	Ability to change status of Service Requests at time of courier pick-up based upon courier's review of evidence item packaging, marking, and sealing.		
SVR 5.00	CR	Ability for a laboratory case to have one or more Service Requests and each Service Request to have one or more tasks.		
SVR 6.00	CR	Ability for an evidence item to be associated with one or more Service Requests and one or more tasks.		
SVR 7.00	CR	Ability to add notes, in either free form text or from a pick list, to the Service Request at any time.		
SVR 8.00	CR	Ability to annotate each Service Request with the following: status of the Service Request (e.g. accepted, pending additional information, non-acceptance, etc), reason for non-acceptance; and any notes.		

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SVR 9.00	CR	Ability to notify requestor (i.e. person initiating Service Request) of all non accepted Service Requests via e-mail.		
SVR 10.00	CR	Ability to flag all accepted Service Requests for courier pick up of evidence recorded on Service Request.		
SVR 11.00	CR	Ability for section supervisor(s) to be notified via eMAIL and to have ability to query system for all Service Requests for their section (i.e. TOX, CS, Latent Prints, Photo/Digital Imaging, etc.), regardless of the Service Request status, with ability to filter by date range.		
SVR 12.00		Ability to provide notification of Service Request status meets user-defined criteria, e.g., Service Requests backlog, high priority volume.		
SVR 13.00	CR	Ability to provide notifications (e.g. by email) when note/comment field in a Service Request has been updated. For example, if an investigator updates the note/comment field for a Firearms Service Request with a trial date, notification is sent to the Firearms section supervisor(s).		
SVR 14.00	CR	Ability to generate one or more tasks from each Service Request. Task is defined as specific analysis or task performed by laboratory staff, (e.g. DNA extraction; cocaine analysis; shoe impression comparison, TOX screen, etc.).		
SVR 15.00	CR	Ability to create searchable notes in a task.		
SVR 16.00	CR	Ability to select, prioritize and assign tasks to an examiner(s).		
SVR 17.00	CR	Ability to link task assignments within a Service Request to the examiner's competence required to accomplish such a task.		
SVR 18.00	CR	Ability to group multiple items from the same laboratory case within one task (i.e. 5 bloodstains, 5 extracts, 5 tests).		
SVR 19.00	CR	Ability to group items from different laboratory and/or agency cases to a task (such as inter-comparisons) and have the ability to identify/cross reference the task back to each laboratory case.		

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SVR 20.00	CR	Ability to inter compare evidence from different laboratory and/or Department/agency cases on one task where the task is associated to both cases.		
SVR 21.00	CR	Ability to assign multiple laboratory cases to a task, and ability to identify/cross reference the Service Request or task back to each laboratory case (e.g. inter-comparing two or more items from two or more laboratory cases on one task).		
SVR 22.00	CR	Ability to report and search for Service Requests on, but not limited to the following: investigator name; victim/suspect name; requested due date; laboratory and/or Department/outside agency case number; agency/department evidence item number; lab item number; submitting agency and unit; investigating agency; type of exam (i.e. Biology, Latent Prints, Trace, etc.); examiner (currently assigned Service Requests, completed Service Requests over time period); section (pending Service Requests, completed Service Requests over time); evidence item location, or laboratory reviewer (by examiner over time, by section over time), with ability to filter or group by Service Request type, task, examiner(s), section, date of Service Request, and requestor.		
SVR 23.00	CR	Ability to display current evidence locations on same screen as Service Requests and same screen as tasks.		
SVR 24.00	CR	Ability to view who created Service Request and task.		
SVR 25.00	CR	Ability to set a Service Request status (e.g. active/accepted/pending/etc.) based on charge; type of evidence (biological), or other user defined criteria.		
SVR 26.00	CR	Ability to prioritize Service Requests and tasks.		
SVR 27.00	CR	Ability to input, view, and sort tasks and Service Requests on requested due date.		
SVR 28.00	CR	Ability to edit/add reviewer (user defined) name to task without creating a new task (e.g. TR, CR, Sup reviewer tasks, etc.).		

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SVR 29.00	CR	Ability to create a panel (a group of tasks) for searching, reporting, and statistical purposes.		
SVR 30.00	CR	Ability to annotate a Service Request/task as "on hold" and mark an evidence item(s) as "on hold" so that an evidence item(s) cannot be released back to the agency or station. This "hold" is only to be added to or removed from the evidence item(s) by designated lab personnel. The item, if it has a hold flag, it may not be sent on a route or put in a location for agency pick up. (If there is still a task pending on an evidence item, then the item can not be released unless authorized by designated lab personnel or the evidence item can not be transacted to a route location/return to agency/holding for pick up).		
SVR 31.00	CR	Ability to print a report listing all evidence items, from one or more locations, including evidence description, that have been accepted for examination via a Service Request prior to the evidence arriving at the laboratory.		
SVR 32.00	CR	Ability for personnel, based on security role, to reject a Service Request/evidence item, and to update status to reflect rejection, document the reason for rejection, the individual rejecting the Service Request/evidence item, the date/time of rejection, and to notify requestor of rejection and to issue a report.		
SVR 33.00	CR	Ability for crime scene investigation personnel to clear tasks (mark tasks as completed) from the field, preferably via a web interface. Clearances must indicate disposition of the Service Request and must sort which Service Request are completed and which must be reassigned, along with a reason or disposition. For cleared Service Requests where latent prints are recovered, ability to enter the recovered evidence (prints) into the system and generate a bar code. Ability to enter "notes" into the clearance of the Service Request. (Latent Prints-Property Crimes calls-daily fingerprint calls).		
SVR 34.00	CR	Ability to create user defined tasks for a LATENT PRINTS Service Request, for example: chemical processing, AFIS, latent print comparison.		

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SVR 35.00	CR	Ability to create user defined tasks for a FIREARMS Service Request, for example: assault weapon determination; NIBIN entry; comparison on NIBIN system hits; distance determination; crime scene investigation; full auto determination; function check examination; test fire examination; function check/ test fire; gunshot residue test, clothing, targets, etc; firearms comparison and ID; preliminary examination provided for investigative lead; firearms reconstruction; firearms safety check/ render safe; serial number restoration; suppressor determination; tool mark comparison; firearm type and caliber determination.		
SVR 36.00	CR	Ability to create user defined tasks for a BIOLOGY Service Request, for example: blood stain pattern interpretation; blood screen; identification of a non-routine biological sample (e. g. from feces, urine); full DNA analysis (extraction, quantitation, typing); DNA extraction, DNA quantitation; DNA typing; DNA reference sample analysis; semen identification (SAE Kit examination); biological tissue examination; and weapon screen.		
SVR 37.00	CR	Ability to create user defined tasks for a TRACE Service Request, for example: fire debris analysis; explosive debris analysis; fiber examination; fiber analysis; fingernail scrappings/ clippings examination; glass fragment examination; GSR testing; hair comparisons; impression evidence comparisons; microscopic examination; miscellaneous trace evidence examination; paint examination; physical match examination; lacramytor testing; general trace evidence search; impression evidence.		
SVR 38.00	CR	Ability to create user defined tasks for a TOXICOLOGY Service Request, for example: Blood screen (TECAN); Urine screen (Olympus A4000) ; blood confirmation; urine confirmation; pre-employment testing, random drug testing.		
SVR 39.00	CR	Ability to create user defined tasks for a BLOOD ALCOHOL Service Request, for example: blood/ urine analysis; alcohol content; and SAK urine.		

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SVR 40.00	CR	Ability to create user defined tasks for a CONTROLLED SUBSTANCES Service Request, for example: drug analysis; clan lab analysis; seizure sampling; field sampling marijuana cite; found narcotics.		
SVR 41.00	CR	Ability to create user define tasks for a QUESTIONED DOCUMENTS Service Request, for example: handwriting/hand printing; typewriting; ink/paper; printing processes; rubber stamp; indented writing; charred document; obliteration/alteration; extraneous marks; fracture match; or other.		
SVR 42.00	CR	Ability to create user define tasks for a CRIME SCENE INVESTIGATION Service Request, for example: LP-Property, LP-Major Crimes, Trace/Bio, Arson, Clan Lab, Firearms.		
SVR 43.00	CR	Ability to create user define tasks for a PHOTO/DIGITAL Service Request, for example: such as processing negatives; studio photography; portrait photography; photo editing; photo enhancement; printing; enlargements; duplications; mounting; laminating, etc.		
SVR 44.00	CR	Ability to prioritize, categorize, and flag Service Requests and tasks for user identified offense types; such as sexual assault and blood screening cases and then route to DNA testing based upon test results.		
SVR 45.00	CR	Ability to route/assign tasks that have been prioritized, categorized or flagged.		
SVR 46.00	CR	Ability to assign, as a task within a Service Request, various types of review, such as technical review, peer review, supervisory review, clerical review; review of completed DNA cases from a contract laboratory, etc.		
Tasks				
SVR 47.00	CR	Ability to edit erroneously entered Service Request information including, but not limited to, request type, analytical section, notes, description, assigned staff, associated evidence, associated case, associated persons, status, priority, reviews or review information.		
SVR 48.00	CR	Ability to manually assign task(s) to laboratory examiners.		

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SVR 49.00	CR	Ability to perform automatic assignment of task(s) to the laboratory section or examiner according to predefined criteria, such as request priority, backlog, competency of the examiner, rotational assignments, offense type, charge, etc.		
SVR 50.00	CR	Ability to review workload of examiner prior to task assignment.		
SVR 51.00	CR	Ability for examiner to view assigned tasks.		
SVR 52.00	CR	Ability to batch assign multiple tasks from one or more Service Requests to the same examiner at the same time.		
SVR 53.00	CR	Ability to view and make task assignments from one or more Service Requests to multiple examiners on the same screen.		
SVR 54.00	CR	Ability to notify examiner of assigned task.		
Reports				
System Reports				
RPT 1.00	CR	Ability to create custom or ad hoc reports on any of the data elements in the database.		
RPT 2.00	CR	Ability to produce system reports: statistical, transactional, disposal, etc.		
RPT 3.00	CR	Ability to produce a system report of aging evidence items (with the "hold" yes/no indicator).		
RPT 4.00	CR	Ability to produce a system report reflecting the number of cases/submissions in any evidence location over date range.		
RPT 5.00	CR	Ability to produce a system report reflecting all transactions/transfer of evidence by staff over a date range.		
RPT 6.00	CR	Ability to produce a system report reflecting the current location of a single evidence item or all evidence items associated with a Department/agency and/or laboratory case.		
RPT 7.00	CR	Ability to produce a system report listing evidence returned unanalyzed by date/agency, with ability to filter or group list by service request type, section, location, etc.		

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RPT 8.00	CR	Ability to produce a system report reflecting agency information (agency/station, agency acronym, information, file number formats, etc).		
RPT 9.00	CR	Ability to produce a system report listing evidence en route, evidence picked up by courier while en route and name of courier in possession of evidence.		
RPT 10.00	CR	Ability to produce a system report listing evidence not currently assigned to an examiner, with ability to filter or group list by service request type, section, location, etc.		
RPT 11.00	CR	Ability to produce a system report reflecting audit history of evidence locations to include identity of auditor.		
RPT 12.00	CR	Ability to produce a system report listing user name, user role, and user's section of assignment.		
RPT 13.00	CR	Ability to produce a system report with a complete listing of location information, including a full text description of the location.		
RPT 14.00	CR	Ability to produce a system report listing active evidence locations for specific section/facility.		
RPT 15.00	CR	Ability to produce a system report reflecting section evidence inventory over a date range.		
RPT 16.00	CR	Ability to produce a single Department/Agency and/or laboratory case summary system report with all Department/Agency and/or laboratory case information including linked cases, person information, associated evidence items, transaction histories, service requests, and associated data for the case including status and any required reviews, e.g., tech review, admin review, supervisor review, etc., and location of any exam/admin documentation.		
RPT 17.00	CR	Ability to produce a system report listing evidence ready for return to agency for those clients that do not receive courier service (will-call clients) and track notification (e.g. e-mail) to agency of such evidence.		

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RPT 18.00	CR	Ability to produce a report of the number of Department/Agency and/or laboratory cases in evidence categories, e.g., sexual assault kits, GSR kits, etc., and/or crime categories, e.g., 187, 261, etc., over a date range and/or by submitting agency/Dept unit. Ability to add categories when necessary for ad hoc queries.		
RPT 19.00	CR	Ability to generate a system report listing all amended analytical reports.		
RPT 20.00	CR	Ability to generate a system report listing all analytical reports that have been reviewed, including the type of review performed, that can be further filtered, for example, by type of service request, assigned analyst, etc.		
RPT 21.00	CR	Ability to create a system report listing the service requests for evidence items assigned to a evidence location.		
RPT 22.00	CR	Ability to create a system report listing the number of cases screened/confirmed per service request over date range.		
RPT 23.00	CR	Ability to create a system report of the number of service requests and/or tasks per agency/Dept unit or multiple agencies/Dept. Units over date range (e.g., how many SA Kits were submitted from Compton Station for a date range).		
RPT 24.00	CR	Ability to report on status of Service Requests or Tasks for a given case or cases, e.g., pending, completed, cancelled, etc.		
RPT 25.00	CR	Ability to report on status of Service Requests or Tasks based on user-defined filters, e.g., date range, priority.		
RPT 26.00	CR	Ability to create a system report of the number and type of service requests performed on the same item.		
RPT 27.00	CR	Ability to create a system report of the number of laboratory cases and/or items received and/or analyzed per Sheriff's station/Departmental unit and per reporting district (reporting district is captured as part of the sheriff's complete file number).		

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RPT 28.00	CR	Ability to create a system report of the number of laboratory cases and/or items received and/or analyzed per outside agency over a date range.		
RPT 29.00	CR	Ability to create a system report of the number of laboratory cases and/or items and/or service requests awaiting analysis over date range.		
RPT 30.00	CR	Ability to create a system report of the number of laboratory cases and/or items analyzed per agency and/or offense type over date range.		
RPT 31.00	CR	Ability to create a system report of the number of laboratory cases and/or agency cases and/or items analyzed per examiner and per service request type over date range (e.g. all FA comparisons that Jones did for Compton over a date range).		
RPT 32.00	CR	Ability to create a system report of the turn-around time per service request type and/or examiner.		
RPT 33.00	CR	Ability to create a system report of the number of laboratory cases and/or items received and/or analyzed per service request type and offense type over a date range.		
RPT 34.00	CR	Ability to create a system report of the number of laboratory cases awaiting technical review and/or with completed technical review over a date range.		
RPT 35.00	CR	Ability to create a system report listing, by laboratory case number, reports awaiting technical review and/or completed technical review over a specified date range.		
RPT 36.00	CR	Ability to create a system report of the number of service requests per examiner with ability to filter by service request status (active, pending, assigned, pending submission of reference, etc.).		
RPT 37.00	CR	Ability to create a system report of the number of pending service requests per section.		
RPT 38.00	CR	Ability to create a system report of the number of submissions analyzed or received per a sub-service request, such as a trace evidence sub-discipline, over date range.		

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RPT 39.00	CR	Ability to edit pre-created reports if needed, e.g., edit a Crystal Report to alter boilerplate header info, add page numbers, etc. Pre-provided reports must not be locked or proprietary.		
RPT 40.00	CR	Ability to a create system report for tracking crime scene investigation service requests, with the ability to filter, group and sort by status, e.g., pending, processed, etc.		
RPT 41.00	CR	Ability to create a system report for tracking evidence submissions associated with crime scene investigations over a date range.		
RPT 42.00	CR	Ability to print and reprint a system report and/or evidence "submission" or "release" receipt with bar code and text information that includes the receiving/releasing person's name, date, time, and description of items received/released.		
RPT 43.00	CR	Ability to create a report listing all evidence items, from one or more Department or agency locations, including evidence descriptions, that have been accepted for examination/processing/activity via a Service Request.		
RPT 44.00	CR	Ability to create a report documenting the return of evidence via the courier system to the outside agency or Departmental unit, station; over-the-counter at the laboratory, at the central repository Central Property and Evidence or at other locations or by other methods, e.g., US mail, FED-EX etc.		
RPT 45.00	CR	Ability to print Chain of Custody reports with digital signatures with a single command.		
RPT 46.00	CR	Ability to generate property and personal property disposition lists based on retention requirements.		
RPT 47.00	CR	Ability to query and report various statistical information such as active cases, inactive cases, number of firearms, cash on hand and other similar statistical reports.		
RPT 48.00	CR	Ability to audit the system where items are randomly selected based on query detail.		

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RPT 49.00	CR	Ability to generate a system report listing how long laboratory case records have been checked out and to whom.		
RPT 50.00	EX	Ability to create a system report of the number of laboratory cases and/or items analyzed through outside funding (grants, departmental projects, etc).		
RPT 51.00	EX	Ability to create a system report of the tabulation of monthly mileage claim forms by month, driver, and number of miles driven.		
RPT 52.00	EX	Ability to create a system report of the number of laboratory cases screened/confirmed for batches of service requests, over date range.		
RPT 53.00	EX	Ability to report on the number of different tests (color tests, crystal tests, instrumental tests) used in analysis and the test results.		
Analytical Report Management				
RPT 54.00	CR	Analytical reports shall contain at least the following: name of investigating agency, name of laboratory, URN, Truncated URN, and/or Outside Agency ORI/Case number(s), and evidence item identifier, analyst item identifier, date of analytical report, suspect/victim's name, investigator, charge, description of evidence, findings, examiner's printed name, examiner's signature or initials.		
RPT 55.00	CR	Ability to use Crystal Reports, MS Office, and/or WordPerfect Office Suite.		
RPT 56.00	CR	Ability to produce analytical reports (manually or automatically generated) from user input, instrumental interface data and/or existing case information.		
RPT 57.00	CR	Ability to create an analytical report using wizards (simplified, step-by-step questions designed to gather required data for a report).		
RPT 58.00	CR	Ability to require mandatory fields in analytical report screens and templates.		
RPT 59.00	CR	Ability to edit analytical report prior to final (user defined) review, with ability to route back to examiner, e.g., notify/indicate changes made. Ability to delete working copies of report.		
RPT 60.00	CR	Ability to include digital signatures and/or initials of examiner(s) and multiple reviewers on analytical reports and digitally scanned case notes and/or electronic case record.		

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RPT 61.00	CR	Ability to associate and/or include graphic, text and digital files with or in an analytical report and/or case notes.		
RPT 62.00	CR	Ability to save non-editable analytical reports in secure and user retrievable format, such as PDF.		
RPT 63.00	CR	Ability to distribute final analytical report through fax, email, or secure website.		
RPT 64.00	CR	Ability to produce and edit a variety of preformatted analytical report templates where fields can be automatically populated by incorporating existing case information, item descriptors, analytical results and conclusions, etc.		
RPT 65.00	CR	Ability to generate and print an analytical report bar code.		
RPT 66.00	CR	Ability to lock an analytical report to prevent modifications from someone other than the author.		
RPT 67.00	CR	Ability to issue multiple (not duplicates) analytical reports for a single service request and/or task.		
RPT 68.00	CR	Ability to selectively restrict (based upon user's system role or user ID) the viewing of examination results and/or analytical reports from laboratory and/or Department/agency cases and/or from evidence items marked as confidential or restricted.		
RPT 69.00	CR	Ability to monitor and track report posting and distribution history.		
RPT 70.00	CR	Ability to provide for multiple types of review, such as but not limited to technical, administrative, clerical, and peer for each analytical report.		
RPT 71.00	CR	Ability to create/edit/modify requirements for each type of review.		
RPT 72.00	CR	Ability for reviewer to insert comments regarding the review into the case record, worksheet and/or report. Comments shall be visible only to author and reviewer, and date and reviewer's initials shall be electronically recorded.		
RPT 73.00	CR	Ability to generate analytical reports from remote computers or laptops (not connected through network) for later upload to the system.		

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RPT 74.00	CR	Ability to place analytical reports in queue for next required review. These reviews may be pre-assigned to examiner based upon specific, user defined, criteria, such as section of assignment, job title or role within system, qualifications, etc., or allow for manual assignment of review by supervisor.		
RPT 75.00	CR	Ability to notify author of report when required reviews have been completed.		
RPT 76.00	CR	Ability to prevent issuance of an analytical report until all required reviews have been completed based on user defined criteria.		
RPT 77.00	CR	Ability to view list of reviewed analytical reports for the purpose of documenting or performing any additional required reviews prior to the release of analytical reports. Criteria for identifying a report as reviewed shall be defined by the type of service request and/or task. (This would allow certain types of reports, e.g., CS reports, to be released with just an AR and not a TR being done.)		
RPT 78.00	CR	Ability to generate analytical reports for batches of evidence from different laboratory cases with results imported from instruments and merged with case/item data via LIMS and instrument coordinated sequence lists.		
RPT 79.00	CR	Ability for reviewer to flag an analytical report, create comments for the examiner's attention and notify examiner.		
RPT 80.00	CR	Ability for technical reviewer to flag a case and create comments for the supervisor's attention, e.g. on possible error questions; non-compliance to policy, etc.		
RPT 81.00	CR	Ability to create an analytical report in color.		
RPT 82.00	CR	Ability to allow final, amended, and draft report formats.		
RPT 83.00	CR	Ability to provide an audit trail for amended reports.		
RPT 84.00	CR	Ability to release a report without technical review, and label such report as a draft report. (does not apply to CS reports).		

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RPT 85.00	EX	Ability to extract data and automate export of such data to other agencies through .pdf or data stream (e.g. Controlled Substances Statistical report - NFLS reporting).		
Bar Code				
BAR 1.00	CR	Ability to utilize bar code processes to facilitate access to cases and items and allow the functions to be performed from any location within the application to reduce the need to navigate through a specific window or an excessive number of menus.		
BAR 2.00	CR	Ability to print bar codes of different sizes and formats.		
BAR 3.00	CR	Ability to customize the format of bar code labels using user-defined fields.		
BAR 4.00	CR	Ability to print case and item bar codes on multiple types of media including adhesive labels.		
BAR 5.00	CR	Ability to scan case bar code once to automatically load and display case information.		
BAR 6.00	CR	Ability to scan item bar code once to automatically load and display item information.		
BAR 7.00	CR	Ability to associate, cross-reference, scan and track lab item number, associated agency/department item number and associated analyst item numbers using one bar code label on the item.		
BAR 8.00	CR	Ability to print and reprint a system report and/or evidence receipt with bar code and text information that includes the receiving person's name, date, time, and description of items received.		
BAR 9.00	CR	Ability to combine any combination of service requests for batch processing by scanning a container bar code.		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
BAR 10.00	CR	Ability to allow personnel to enter evidence into the system prior to the evidence arriving at Central Property and Evidence (CPE) or the Crime Lab. Evidence is physically received at CPE, at the Crime Lab or by an evidence courier by scanning a single bar code. If evidence is not associated with a pre-existing laboratory case, have the ability to create a laboratory case at that time. If the evidence is associated with a pre-existing laboratory case, have the ability to assign a new/different laboratory case.		
BAR 11.00	CR	Ability to print a bar code label generated through PRELIMS at the time of data entry identifying an evidence item has having been entered into the system.		
BAR 12.00	CR	Ability to stop the input of multiple evidence items when there is a failure in reading a bar code label. The error must be resolved before reading the next evidence item bar code label.		
BAR 13.00	CR	Ability to allow batch transfers of evidence items for chain of custody purposes and for evidence processing using a single bar code for evidence containers.		
BAR 14.00	CR	Ability to generate and print a laboratory case record jacket bar code.		
BAR 15.00	CR	Ability to track (including via bar code) the location of paper laboratory case records, including to whom the laboratory case record was check out, date checked out, and date returned.		
BAR 16.00	CR	Ability to perform inventories of evidence locations using bar code technology to electronically scan bar codes attached to physical storage locations and to individual items. Must have the ability to produce inventory activity system reports.		
BAR 17.00	CR	Ability to add/remove evidence items to/from a worksheet with the use of bar code technology.		
BAR 18.00	CR	Ability to populate items from one worksheet into another worksheet using bar code technology.		

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BAR 19.00	CR	Ability to generate and print an analytical report bar code.		
BAR 20.00	CR	Ability to create sequence file for Chem Station for GC/MS analysis of samples using bar code information from item labels.		
BAR 21.00	CR	Ability to create sequence file for Perkin Elmer Turbochrom for GC analysis of samples using bar code information from item labels.		
BAR 22.00	CR	Ability to create and print labels for GC and GC/MS instrument vials with bar code and case and item information.		
BAR 23.00	CR	Ability to create bar code labels for extraction tubes and other purposes that can be used with each type of instrumentation presently in use in the laboratory.		
BAR 24.00	CR	Ability to create bar code labels that can be read by Olympus AU400 and Tecan Minilyser instrument.		
BAR 25.00	CR	Ability to create bar code labels than can be read by Tecan Minilyser software.		
BAR 26.00	CR	Ability to create bar code labels that can be read by Perkin Elmer Turbochrom software.		
BAR 27.00	CR	Ability to bar code evidence for automated retrieval and tracking.		
BAR 28.00	CR	Ability to group multiple items together to be treated at the same time even if they are not from the same submission or lab case using a container bar code.		
BAR 29.00	CR	Ability to transfer the custody of an individual item or a group of selected items at one time using a container bar code.		
BAR 30.00	CR	All property information must be linked to a single database entry by the Case Number. The printed bar codes must protect against being invalidated in the event of a case number correction in the system.		

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BAR 31.00	CR	Ability to print bar codes on reports such as inventory discrepancy reports, disposition tracers, auction planners and return to owner letters. The system must be able to automatically identify these bar codes and allow processing of these reports without requiring the user to navigate to a bar code scanning section of the program.		
BAR 32.00	CR	Ability to automatically populate employee information when Employee ID bar codes are scanned or manually input.		
BAR 33.00	CR	Ability for PRELIMS to generate a bar code from data provided at entry containing all pertinent and relevant evidence and/or property item information, as defined by the Department. Ability for PRELIMS to auto populate various screens with this data from scanning an item bar code.		
BAR 34.00	CR	Ability to scan multiple items via bar code into one location.		
BAR 35.00	CR	Ability to System Administrator to configure bar code labels to display the following information: brief item description, case number, item number, storage location, and the name or logo of the law enforcement agency.		
BAR 36.00	CR	Ability to move/transfer/transact item utilizing bar code technology and electronic signature.		
BAR 37.00	CR	Ability to generate bar code labels on demand. Generated bar codes shall include: the case number; employee identification number; individual item number; location identifiers; item status changes, such as disposed; item analysis results; and lab analysis requests.		
BAR 38.00	CR	Ability to provide active bar codes which provides for a direct link to a case and/or item information screen.		
BAR 39.00	CR	Ability to provide referential data integrity at the bar code level. If information regarding a case or item is modified, previously printed bar code labels containing original case or item numbers shall be linked to the corrected data.		

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BAR 40.00	CR	Ability to enter data, e.g., case/evidence item information, analysis requests, etc. into PRELIMS one time without the need to transfer that data and be able to access that data by utilizing a bar code.		
BAR 41.00	CR	The system must employ the latest in bar code technology for uploading case information to the system (for example: submitting agency, offense, county, address, etc.) and tracking of evidence items.		
BAR 42.00	CR	Ability to bar code evidence locations within the central repository and crime lab, e.g., shelves, bins, etc. for location assignment and tracking .		
BAR 43.00	CR	Ability to reprint bar code labels on demand.		
BAR 44.00	CR	The system shall be fully compatible with bar code reading devices for data entry of selected information such as evidence identification, user and location identification and tracking, as well as for inventory. The use of bar codes must be fully supported and integrated throughout all functional units.		
BAR 45.00	CR	Ability to assign a unique bar code utilizing user defined format(s) for each item/sub-item/sample, container, and location.		
BAR 46.00	CR	Ability to use bar codes on a variety of media (forms, receipts, evidence, shelves, reports, etc) for instant access to information.		
BAR 47.00	CR	Ability to read standard tracking bar codes, e.g., those used by US Mail, UPS, FEDEX and other delivery services.		
BAR 48.00	CR	Ability to utilize bar code processes to facilitate access to cases and items and allow the functions to be performed from any location within the application to reduce the need to navigate through a specific window or an excessive number of menus.		
BAR 49.00	CR	Ability to customize the format of bar code labels using user-defined fields.		
BAR 50.00	CR	Ability to add/edit/remove reagents, standards and controls and unique identifiers (lot #) to worksheet with use of bar code technology.		
BAR 51.00	EX	Ability to read bar code labels and validate the existence of the information in the system.		

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Analysis and Result Management				
ARM 1.00	CR	Ability for examiner, working through the examination of evidence, to enter results for later retrieval into a report; provide for entry of narrative, qualitative results, and quantitative results, based on the type of task being performed.		
ARM 2.00	CR	Ability to override and update a reported result uploaded from an instrument. For example, if a TOX quantitation result is a very low number, examiner could change it to "Present".		
ARM 3.00	CR	Ability to digitally create and save examiner notes made during examination process to include electronic signature or initials of examiner. Subsequent changes, alterations, and additional notations made in the notes to require secure electronic initials/signature of the person making the additions/corrections.		
ARM 4.00	CR	Ability to define pre-formatted conclusions for the results of specific tasks.		
ARM 5.00	CR	Ability to generate a worksheet automatically or manually.		
ARM 6.00	CR	Ability to generate a work list for batch analysis.		
ARM 7.00	CR	Ability to add/edit/delete items from a work list.		
ARM 8.00	CR	Ability to manually enter, at different times for the same or different laboratory cases, examiner notes, instrumental data and results, and results from screening and confirmation testing processes, into case record using drop down menus and free form text.		
ARM 9.00	CR	Ability for examiner to view and edit notes prior to report generation.		
ARM 10.00	CR	Ability to generate individual analytical reports for each evidence item contained in a batch run of a user defined number (up to at least 96) and include any controls, standards, etc. include with that run, from data obtained from analytical instrumentation, such as headspace gas chromatograph.		
ARM 11.00	CR	Ability to create and edit worksheet for batch processing of items from same or different laboratory case(s)		

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ARM 12.00	CR	Ability to create/edit/print a worksheet.		
ARM 13.00	CR	Ability to add/remove evidence items to/from a worksheet with the use of bar code technology.		
ARM 14.00	CR	Ability to create/edit/modify worksheet templates.		
ARM 15.00	CR	Ability to add/edit/remove reagents, standards and controls and unique identifiers (lot #) to worksheet with use of bar code technology.		
ARM 16.00	CR	Ability to add narrative (notes) to worksheet.		
ARM 17.00	CR	Ability to add administrative type notes, such as contact log information, to either the case record or another document [administrative documentation].		
ARM 18.00	CR	Ability to batch multiple worksheets from a single run for the purposes of printing, etc.		
ARM 19.00	CR	Ability to batch multiple items from the same laboratory case on same worksheet .		
ARM 20.00	CR	Ability to batch multiple laboratory cases.		
ARM 21.00	CR	Ability to populate items from one worksheet into another worksheet using bar code technology.		
ARM 22.00	EX	Ability to indicate (with different color, background, etc) controls not in range on screens showing result uploads.		
ARM 23.00	EX	Ability to access external databases for comparison spectra and/or monographs and include information in case notes.		
Imaging Management				
IMG 1.00	CR	Ability to search, view, and print images captured with Mideo Systems, Inc. EZDocPlus and CaseWorks software tools.		
IMG 2.00	CR	Ability to access images stored on Mideo Systems' image databases from PRELIMS using PRELIMS record identifiers to search and view images.		
IMG 3.00	CR	Ability to link images to one or more laboratory cases; preview thumbnails of linked images and click to view larger image; display all images for a case, print, and sort		

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Crime Scene Investigation (CSI) Management				
CSI 1.00	CR	Ability to record crime scene investigation information, such as, but not limited to, report status, examiner(s), Department/agency and laboratory case number, suspect/victim's name, CSI date, charge, summary of CSI, comments, LASD area or outside agency area, investigator(s), and contact information.		
CSI 2.00	CR	Ability to designate crime scene investigations (CSI) as a service request, prior to evidence being submitted to laboratory.		
CSI 3.00	CR	Ability to differentiate between crime scenes based on charge.		
CSI 4.00	CR	Ability to generate a CSI service request from a web interface.		
CSI 5.00	CR	Ability to use agency case information (stat code portion of the RD from URN) from a CSI laboratory service request to assign a task related to this service request to an examiner based upon examiner's level of competency.		
CSI 6.00	CR	Ability to list all pending tasks for a particular type of crime scene investigation (based on charge), and ability to sort via reporting district portion of URN. Ability to allow user to select certain service requests (based on type of crime) and sort by RD to facilitate assignment of tasks to examiners. Ability to sort RD, but not necessarily in numerical order of RD, as sequentially numbered RD's are not necessarily adjacent (geographically) to one another. Ability to print this information out of the system for convenient manual sorting and assignment of calls (tasks).		
CSI 7.00	CR	Ability to batch assign CSI service requests (i.e. assign several service requests to a single examiner at one time).		
CSI 8.00	CR	Ability to schedule appointments (with victim) for CSI service requests and flag these appointments for assignment (assign task to examiner) at a pre-specified time prior to the scheduled appointment.		

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CSI 9.00	CR	Ability for CSI personnel to clear tasks (mark tasks as completed) from the field, preferably via web interface. Clearances must indicate disposition of the service request and must sort which service requests are completed and which must be reassigned, along with a reason or disposition. For cleared service requests where latent prints are recovered, ability to enter the recovered evidence (prints) into the system and generate a bar code. Ability to enter "notes" into the clearance of the service request. (Latent Prints-Property Crimes calls-daily fingerprint calls)		
CSI 10.00	CR	Ability for examiner to update/modify information entered by investigator in initial service request to correct errors/omissions. Ability to keep an audit train of these updates/modifications.		
CSI 11.00	CR	Ability for examiner to update/modify information entered by investigator in initial service request to correct errors/omissions. Ability to keep an audit trail of these updates/modifications.		
CSI 12.00	EX	Ability to maintain electronic on-call schedules with contact numbers.		
CSI 13.00	EX	Ability to send CSI task assignment information and related agency case information through e-mail and/or allow viewing and printing of CSI task assignment information and related agency case information through a web interface; and allow for this information to be downloaded to a portable computer.		
CSI 14.00	EX	Ability for examiner assigned a CSI task to 1) populate a template from downloaded data, 2) input data from service request, 3) upload data to system, and 4) generate an analytical report, including an electronic signature.		
CSI 15.00	DR	Ability to download service requests to a laptop computer, then enter evidence information into this laptop computer in the field, and later upload the information into PRELIMS. Ability to print bar-codes from the laptop in the field.		

Instrument Interface

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ITR 1.00	CR	Ability to set up sequence file of specified format for Perkin Elmer Turbochrom software and capture both the chromatogram and data for reporting. Must incorporate standards and quality control samples used in the run.		
ITR 2.00	CR	Ability to create sequence file for Chem Station for GC/MS analysis of samples using bar code information from item labels.		
ITR 3.00	CR	Ability to create sequence file for Perkin Elmer Turbochrom for GC analysis of samples using bar code information from item labels.		
ITR 4.00	CR	Ability to interface Thermo Omnic and Thermo GRAMS software for use with the infrared spectrometer (Omnic) or micro spectrophotometer (GRAMS) into PRELIMS.		
ITR 5.00	CR	Ability to create and print labels for GC and GC/MS instrument vials with bar code and case and item information.		
ITR 6.00	CR	Ability to create sequence file for GC/MS (Agilent and Varian) through Chem Station and Varian's software and capture results and chromatograms.		
ITR 7.00	CR	Ability to incorporate standard and quality control samples in a sequence file used for a GC or GC/MS batch run and flag readings outside acceptable range.		
ITR 8.00	CR	Ability to create a sequence file for the Tecan Minilyser (toxicology blood screens) for input and capture results that can be exported into a report.		
ITR 9.00	CR	Ability to create a sequence file for the Olympus AU400 auto analyzer (toxicology urine screens) for input and capture results that can be exported into a report.		
ITR 10.00	CR	Ability to create bar code labels for extraction tubes and other purposes that can be used with each type of instrumentation presently in use in the laboratory.		

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ITR 11.00	CR	Ability to create a pre-amplification worksheet, importing data from worksheet used for the quantitation by the ABI 7000, that calculates quantities to be added to the sample needed for the target amplification amount.		
ITR 12.00	CR	Ability to use well number (instead of or in addition to tube number) in DNA quant plate / worksheet manual process.		
ITR 13.00	CR	Ability to automatically generate a DNA analysis report from worksheet and report writing template or wizard.		
ITR 14.00	CR	Ability to print small sample labels for DNA robot extraction tubes.		
ITR 15.00	CR	Ability to import quantitations and other results from each type of instrumentation presently in use in the laboratory back into a worksheet or other media following analysis. Instrumentation presently in use, includes, but is not limited to: Olympus AU400; Tecan Minilyser; Agilient GCMS Chemstation; Perkin Elmer Turbochrom; ABI 310/3130; ABI 7000; Varien GCMS Saturn 2000.		
ITR 16.00	CR	Ability to create sample dilution worksheet that calculates the proper dilutions to be used for beverage samples prior to analysis, depending on the beverage type (suspected alcohol concentration).		
ITR 17.00	CR	Ability to import results from GC analysis (Turbochrom) back into a worksheet containing computations for alcohol concentration following beverage content analysis.		
ITR 18.00	CR	Ability to create an export file from 310/3130 Genetic Analyzer containing sample sheet information to identify samples for analysis that can be used by the instrument software. Ability to input results into LIMS of analysis of 15 loci to create report of sample analysis.		

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ITR 19.00	EX	Ability to create bar code labels that can be read by Olympus AU400 and Tecan Minilyser instrument.		
ITR 20.00	EX	Ability to create bar code labels than can be read by Tecan Minilyser software.		
ITR 21.00	EX	Ability to create bar code labels that can be read by Perkin Elmer Turbochrom software.		
ITR 22.00	EX	Ability to create an analytical report from result input from ABI 310/3130 Genetic Analyzer.		
ITR 23.00	EX	Ability to create a plate set up file for the ABI 7000 from a worksheet. Ability to predefine detectors and standards for plate set up.		
ITR 24.00	EX	Ability to import quantity from ABI 7000 analysis back into worksheet following analysis.		
ITR 25.00	EX	Ability to visibly distinguish those result quantities from analysis that are out of range on worksheets following ABI 7000 analysis.		
Asset Management				
ASM 1.00	EX	Ability to identify, via a bar code, various asset items, such as analytical instrumentation and equipment; reference collections such as firearms, controlled substances, etc.; electronic devices such as phones, laptops, projectors, etc.; literature references such as books, journals, journal articles, etc. and track their location within a facility.		
ASM 2.00	EX	Ability to support check-out/check-in functionality by tracking movement from facility to facility, off the premises, and/or out of the Department as well as tracking individual requesting the move and individual releasing item.		
ASM 3.00	EX	Ability to provide a notification when checked-out item has not been returned.		

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ASM 4.00	EX	Ability to suspend individual's right to check-out items if individual is delinquent in returning items.		
ASM 5.00	EX	Ability to support multiple descriptor fields for each category of item. For example, necessary descriptors for firearms reference collection would include: make, model, model number, barrel length, caliber, firearm type, etc		
ASM 6.00	EX	Ability to provide reports on inventory, items check-out, etc.		
Inventory Control				
Instrument Inventory				
INSTR 1.00	EX	Ability to maintain an inventory of all instruments, spare parts, calibration logs, and maintenance schedules and send an automatic notification when maintenance is due.		
INSTR 2.00	EX	Ability to capture and store instrument calibration data.		
INSTR 3.00	EX	Ability to capture and store instrument verification and validation data.		
Consumable Inventory				
CONSM 1.00	EX	Ability to maintain an inventory of chemicals, test fire ammunition, or other consumable items in order to predict shortage and schedule orders.		
CONSM 2.00	EX	Ability to inventory chemicals, reagents, quality controls, and standards with preparation, qualification, date purchased and/or received, and expiration dates.		
General Inventory				
GNRL 1.00	EX	Ability to maintain an inventory of cell phones, authorization codes, and other County equipment and to whom the equipment/code is issued.		
GNRL 2.00	EX	Ability to maintain an inventory of motor vehicles, track maintenance due dates, and mileage of each vehicle.		
GNRL 3.00	EX	Ability to maintain an inventory of fire extinguishers and first aid kits, their locations, and document the periodic inspection of these items.		

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GNRL 4.00	EX	Ability to maintain an inventory of literature, including books, journals, and documents) that is searchable by author, title, journal, year, subject matter, and keyword; actual article in pdf format readable when retrieved from search.		
GNRL 5.00	DR	Ability to prepare purchase requisitions for the ordering of consumables.		
Quality Assurance				
Reagents, Standards, Controls				
QA 1.00	EX	Ability to identify who prepared a reagent, control, and/or standard.		
QA 2.00	EX	Ability to document that reagents worked as expected or, if not, to mark the electronic reagent log accordingly; ability to provide notification of reagent expiration date; ability to input expiration date into analytical reports and/or worksheets.		
QA 3.00	EX	Ability to inventory chemicals, reagents, controls, and standards as well as documentation of MSDS and documentation of verification of controls and standards.		
Court Monitoring				
QA 4.00	EX	Ability to record and report on court monitoring to include date of testimony, who testified, source of information, subject of testimony (discipline), identification of case testified (agency number, agency name), outcome of the monitoring; hours in court, contact information, field for narrative, etc.		
QA 5.00	EX	Ability to demonstrate the review of the monitoring between examiner and supervisor by requiring both examiner's and supervisor's electronic signature or initials. Data, including narrative, associated with the monitoring shall be kept secure and access based upon user's system role.		
QA 6.00	EX	Ability to send automatic notifications when personnel who have testified have not been monitored for a specific time period; ability to record who monitored the testimony.		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
Proficiency Testing				
QA 7.00	EX	Record and report on proficiency testing to include ability to record purchase and anticipated date of receipt of proficiency tests from external providers, record time period between completion of required proficiency tests (DNA), and record completion of sub-discipline proficiency tests.		
QA 8.00	CR	Ability to link required proficiency tests to discipline qualifications, such that only examiners that have passed the required competency tests can be assigned specific task [proficiency test analysis].		
Document Control (Management System) / Quality Assurance				
QA 9.00	EX	Ability to control management system (Quality Assurance) documents with respect to approval and issue of documents, revisions and amendments made to documents, and ability to archive and immediately remove, and appropriately mark, obsolete documents from secure electronic location. Such documents include: policy and procedures manual, forms, etc (ISO 17025).		
QA 10.00	EX	Ability to uniquely identify management system (Quality Assurance) documents generated by the laboratory. Such identification shall include the date of issue and/or revision identification, page numbering, the total number of pages or a mark to signify the end of the document and the issuing authority(ies). (ISO 17025).		
QA 11.00	EX	Ability to securely maintain and make electronically available current management system (Quality Assurance) documents, particularly policy and procedures at all bureau locations. (ISO 17025).		
QA 12.00	EX	Ability to notify staff of required periodic reviews of management system (Quality Assurance) documents, i.e. policies, procedures, forms, etc. (ISO 17025).		
QA 13.00	EX	Ability to notify staff when revisions to management system (Quality Assurance) documents are issued.		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
QA 14.00	EX	When necessary, ability to identify altered or new text in a particular document. (ISO 17025).		
QA 15.00	EX	Ability to include electronic signatures on related management system (Quality Assurance) documents.		
QA 16.00	EX	Ability to identify those individuals authorized to make changes to management system (Quality Assurance) documents. (ISO 17025)		
Health and Safety				
QA 17.00	EX	Ability to notify appropriate staff of pending action items, such as inspections, training, etc., related to the laboratory's Health and Safety Program.		
QA 18.00	EX	Ability to record required medical examinations, certifications, etc related to the laboratory's Health and Safety Program.		
QA 19.00	EX	Ability to record required personnel training with respect to the laboratory's Health and Safety Program.		
QA 20.00	EX	Ability to record notifications sent to personnel regarding CAL-OSHA mandates.		
QA 21.00	EX	Ability to record Material Safety Data Sheets (MSDS).		
Equipment and Instrumentation				
QA 22.00	EX	Record item of equipment and its software name and version are significant to the tests and/or calibrations performed to include the identity of the item and its software, the manufacturer's name, and serial number or other unique identification. (ISO 17025).		
QA 23.00	EX	Ability to record any damage, malfunction, modification or repair to the items of equipment/instrumentation. (ISO 17025).		
QA 24.00	EX	Ability to notify staff of required calibrations.		
QA 25.00	EX	Record results of required calibrations.		
QA 26.00	EX	Ability to monitor, control and record environmental conditions as required by methods and procedures or where they influence the quality of the results. (ISO 17025).		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
QA 27.00	EX	Record and report on instrument maintenance and calibration.		
QA 28.00	EX	Ability to record balance and pipette verifications.		
Other:				
QA 29.00	EX	Ability to send automatic notification of availability of library periodicals and other quality assurance related reference documents.		
Administration/Operations/Management/Supervision				
Personnel				
AOM 1.00	EX	Ability to record the shooting requirement for sworn staff including name, score, and date.		
AOM 2.00	EX	Ability to record injury and traffic accident reports including name, file number, and date.		
AOM 3.00	EX	Ability to record mandated Departmental training including name, training class, and date.		
AOM 4.00	EX	Ability to record the distribution of mandatory documents to personnel including name, distribution date, and document type.		
AOM 5.00	EX	Ability to record monthly mileage of personnel including personnel, number of miles driven, and month.		
AOM 6.00	EX	Ability to maintain roster of personnel to include employee identification (employee number), section of current assignment, contact numbers, date of hire, date of section assignment, date of transfer within the laboratory, date of successful competency testing for each assigned discipline.		
AOM 7.00	EX	Ability to schedule, record, and report on personnel training received.		
AOM 8.00	EX	Ability to schedule, record, and report on training provided by staff (both internal to the Bureau and external to the Bureau).		
AOM 9.00	EX	Ability to maintain current job descriptions, performance standards, etc. for managerial, technical and key support personnel involved in tests and/or calibrations (ISO 17025).		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
AOM 10.00	EX	Ability to authorize certain personnel to perform particular tasks, types of sampling, test and/or calibration, to issue test reports and calibration certificates, to give opinions and interpretations and to operate particular types of equipment (ISO 17025).		
AOM 11.00	EX	Ability to maintain Table of Organizations to include the number, title, and names of examiners assigned to each section, record changes, dates of changes, and reasons for changes in the number of staff assigned.		
AOM 12.00	EX	Ability to maintain a complete qualification file (name, training course attended, proficiency test history) for each examiner.		
AOM 13.00	EX	Ability to maintain records of relevant authorization(s), competence, educational and professional qualifications, training, skills and experience of all technical personnel, including contracted personnel.		
AOM 14.00	DR	Ability to access most current Department form(s) related to injury and traffic accident reports.		
AOM 15.00	DR	Ability to record subpoenas.		
Bureau Operations				
AOM 16.00	CR	Ability to document that a record was created at a different time from the actual activity, following emergency shut down and restoration of system.		
AOM 17.00	CR	Ability to uniquely identify each laboratory facility using site name, address, and contact information for searching, reporting, and statistical purposes.		
AOM 18.00	CR	Ability to uniquely identify each laboratory section using section name, site name, address, contact information for searching, reporting, and statistical purposes.		
AOM 19.00	EX	Ability to manage performance and utilization of resources by analysis, due date, examiner, and instrument.		

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Biology / DNA				
DNA 1.00	CR	Ability to allow for a DNA case number and record the following information for all DNA cases: DNA case number (format: YYYYDXXXX: YYYY is 4-digit year, XXXX is unique sequence number); agency; case number; victim; suspect; charge; sample type; date request made; date assigned to DNA examiner; date due; date completed; CODIS submission date; initial examiner; DNA examiner; typing; description; results; if sent to outside laboratory for analysis; lab name; outside lab file number; estimated cost; invoiced cost.		
DNA 2.00	CR	Ability to create a worksheet for use with either a manual extraction procedure or instrumental extraction procedure using the BioMech 2000.		
DNA 3.00	CR	Ability to create a worksheet for a blood extraction or differential extraction (for use with sexual assault items).		
DNA 4.00	CR	Ability to use an on-line worksheet to record batch processes from sample inventory to remaining volume for manual and robotic analyses, to include the ability to track both the sample and volume at each step		
DNA 5.00	CR	Ability to integrate data from on-line worksheet to track reagent usage; to monitor reagent lot numbers, expiration dates and instruments used, e.g., BioMek, ABI 7000, 310, 3130)		
DNA 6.00	CR	Ability to configure reports to import allele tables, DNA profile checker for analyst DNA contamination and cross case references.		
Controlled Substances Section				
CSB 1.0	CR	Ability to enter description of evidence, item count, weights (net and gross) of item(s), total weight (net and gross) of items, tablet descriptive drawings, tablet counts, description of repackaging of items, addition of narrative, and analytical results into a worksheet or case record.		
CSB 2.0	CR	Ability to display calculations of net weights in case notes.		

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CSB 3.0	EX	It is the intent to create as paperless a system as is possible for the Controlled Substances Section.		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
Firearms Section				
FRM 1.0	CR	Ability to inventory and track firearms reference collection using bar code technology and allow for firearms to be stored within the section, assigned to an examiner or released to persons external to the laboratory. Tracking function shall include original assigned storage location, current location of firearm (either a storage location or checked out to an individual) and comment field to record who received firearm, date/time of release, expected return date, etc. These firearms are not to be tracked as evidence.		
Latent Prints / Crime Scene Investigation Section				
LAT 1.00	CR	Ability to track reference (exemplar) print cards using bar code technology and allow for these cards to be stored (temporarily in the section or permanently in the case record), assigned to an individual examiner, or released to persons external to the laboratory. These print cards are not to be tracked as evidence.		
LAT 2.0	EX	Ability to record all individuals whose fingerprints or palm prints were compared to a specific latent print associated with a specific case.		
Quality Assurance Section				
Accreditation Issues				
ACC 1.0	EX	Ability to record and notify examiners, supervisors, lab managers, or QA manager of pending quality assurance requirements, action item completion date or due date.		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
Auditing				
ADT 1.0	EX	Ability to schedule and notify supervisors and staff of any required internal/external audits, to include any necessary management audits.		
ADT 2.0	EX	Ability to record client feedback of management audits. (ISO 17025)		
ADT 3.0	EX	Ability to flag or identify those case records, evidence locations, standards, reagents, controls, etc that were reviewed as part of an audit.		
ADT 4.0	EX	Ability to record audit schedule and audit completions to ensure that audits are conducted at least annually. (ISO 17025)		
ADT 5.0	EX	Ability to notify outside agencies, and record such notifications, when results of internal audits show that the laboratory results may have been affected. (ISO 17025)		
ADT 6.0	EX	Ability to securely record audit findings and maintain such documentation for at least one ASCLD/LAB international cycle. (ISO 17025)		
ADT 7.0	EX	Ability to record follow-up audit activities to verify and record the implementation and effectiveness of the corrective actions.		
ADT 8.0	EX	For audit purposes, ability to extract a list of completed service requests and/or tasks per examiner for a over a time period.		
ADT 9.0	EX	Ability to extract a list of cases for which an examiner provided a technical review and/or supervisory, peer, and/or technical review for a defined period of time.		

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Reference Code	Critical Code	Business Requirement	Vendor Response	Comments
Corrective Actions				
ADT 10.0	EX	Ability to uniquely identify corrective actions and record issuance, milestones of achievement and completion dates as well as party responsible for completion, necessary approvals by management, etc as well as notify responsible part of pending due dates for corrective actions.		
ADT 11.0	EX	Ability to suspend an examiner from being assigned case work and/or ability to provide technical review of other examiner(s) work when said examiner is the subject of a corrective action stemming from founded proficiency test error(s).		
ADT 12.0	EX	Ability to monitor, where practical and appropriate, the results of corrective actions to ensure that the corrective actions implemented have been effective. (ISO 17025)		
ADT 13.0	EX	Ability to record compliance monitoring for corrective actions. (ISO 17025)		
Trace Evidence				
TRC 1.0	EX	Ability to track sub-discipline/case (arson, GSR, physical match), type of comparison (hair/fiber, shoe, impression, etc), and result (exclusion, match, etc).		
TRC 2.0	EX	Ability to categorize evidence into at least 6 categories: (1) crime scene investigation (2) cases with no service request (3) cases requested by not assigned (4) cases assigned but in progress (5) cases completed and may need review (6) case rejected. Ability to maintain notes for each category.		

PRELIMS

Statement of Work
Attachment 7

Data Interface Requirements

Data Interface Requirements

The below Interface Requirements matrix provides an inventory of data interfaces to be included in the PRELIMS implementation. The matrix includes a brief description of each interface, whether it is batch or online, and whether it is inbound our outbound. Interface Requirements will be reviewed during Task 3.3: Functional Requirements Review and Finalization Task Joint review. Three (3) of the below listed will be selected by the Department to be jointly developed by the Contractor and PRELIMS Support Team. It is expected that the PRELIMS Support Team will develop additional interfaces as might be required based on the knowledge transfer acquired during the interface development activity.

Interface	Inbound/Outbound	Batch/Online	Frequency
IN001 – ABC tables[1]	Inbound	Batch	On Demand
IN002 – ORI table[2]	Inbound	Batch	On Demand
IN003 – ABS[3] data file	Outbound	Batch	Daily
IN004 – ABS FCN[4]	Inbound	Online	On Demand
IN005 – AFS[5] data file	Outbound	Batch	Daily
IN006 – AFS FCN	Inbound	Online	On Demand
IN007 – APS[6] data file	Outbound	Batch	Daily
IN008 – APS FCN	Inbound	Online	On Demand
IN009 – SVS[7] data file	Outbound	Batch	Daily
IN0010 – SVS FCN	Inbound	Online	On Demand

[1] Article, Brand, and Category Table sponsored by California's Department of Justice Automated Evidence/Property System.
[2] Originating Agency Identifier – identification number assigned by the FBI/NCIC
[3] Department of Justice Automated Boat System
[4] Department of Justice File Control Number
[5] Department of Justice Automated Firearm System
[6] Department of Justice Automated Property/Stolen Bike System
[7] Department of Justice Stolen Vehicle System

PRELIMS

Statement of Work
Attachment 8

Reporting Requirements

Reporting Requirements

The below Report Inventory contains a list of approximately 80% of expected reports to be produced by PRELIMS. Report samples will be reviewed during Task 3.3: Functional Requirements Review and Finalization Task Joint review. Thirty (30) reports will be identified by the Department to be jointly developed by the Contractor and PRELIMS Support Team. It is expected the PRELIMS Support Team will continue to develop reports required from PRELIMS based on the knowledge transfer acquired during the reports development activity.

	Production Report	Batch / On Demand	Frequency
Current EPIC Procedures - Queries and Reports			
1	2nd Report Frz Inv Loc	Batch	Annual
2	6 Month Bike Report	Batch	Monthly
3	Agency Fzr Report	Batch	Annual
4	American Standard	On Demand	Weekly
5	Auction Worksheet	On Demand	Daily
6	Audit Daily Transac.	On Demand	Daily
7	Bike Report	On Demand	Weekly
8	Bike Totals	On Demand	Weekly
9	Bike Worksheet	On Demand	Daily
10	Civil Lit Clearance Report	Batch	Daily
11	Civil Lit Interim	On Demand	Monthly
12	Clearance Crime Lab	Batch	Daily
13	Clearance Report	Batch	Daily
14	Count Gun Active	On Demand	Monthly
15	Crime Lab Interim	Batch	Monthly
16	CRT Ord. Narco Dispo	Batch	Monthly
17	Daily Gun Total	Batch	Daily
18	Daily H.V. Totals	Batch	Daily
19	Daily Outgoing Cash	Batch	Daily
20	Departmental Property	On Demand	Monthly
21	Disposal Audit	On Demand	Monthly
22	Disposal Firearms	On Demand	Weekly
23	Disposal Stats	Batch	Monthly
24	Evid Viewing Report	On Demand	Bi Monthly
25	Firearm Picklist	On Demand	Daily
26	Found Bike Report	Batch	Monthly
27	Found Prop Report	Batch	Monthly
28	General Auction	On Demand	Weekly
29	Gun Room Inventory 03	Batch	Annual
30	Homicide Clearance Report	Batch	Daily
31	Homicide Interim	On Demand	Daily
32	Homicide Interim Report	Batch	Monthly
33	Incoming Cash	On Demand	Daily
34	Interim Closeout	Batch	Monthly

Production Report	Batch / On Demand	Frequency
35 Interim Form Rev0107	On Demand	Daily
36 Interim Returns	On Demand	Weekly
37 Interim RM Restore	On Demand	Daily
38 Inventory Interim Report	On Demand	Annual
39 L.A. Children Service	On Demand	Weekly
40 Narco Clearance Form	Batch	Daily
41 Narco Clearance Laser	Batch	Daily
42 Narcotics Destruction Order	On Demand	Daily
43 Narrative	On Demand	Daily
44 Nationwide Systems	On Demand	Weekly
45 New Homicide Clearance	Batch	Daily
46 New Monthly Stat Report	On Demand	Monthly
47 Outgoing Bikes	On Demand	Weekly
48 P&S (HV) Trans EPIC2	On Demand	Weekly
49 PDC Bikes	On Demand	Weekly
50 Personal Prop. Report	Batch	Monthly
51 Picklist	On Demand	Daily
52 Probation Bikes	On Demand	Weekly
53 Quarterly Vault Audit	Batch	Quarterly
54 SH-AD 121 Authority for Release of Property	On Demand	Daily
55 SH-AD 383 Interim Removal Form (inclusive of 383A version)	On Demand	Daily
56 SH-AD 616 Property Owner Notification	On Demand	Daily
57 SH-CR 19 Station Release of Property Form	On Demand	Daily
58 Sheriff's Youth Foundation	On Demand	Weekly
59 SH-R 460 Receipt for Seized Property	On Demand	Daily
60 SH-R-49 Incident Report	On Demand	Daily
61 Six Months Dispose	Batch	Monthly
62 SSB Interim Report	On Demand	Monthly
63 Station Interim Report	On Demand	Monthly
64 STF Deposits	On Demand	Daily
65 UTL Report	On Demand	Monthly
66 Vault Balance	On Demand	Daily
67 Vehicle Report	Batch	Monthly
68 Warehouse Audit	On Demand	Daily
69 Yearly Receiving Stat	Batch	Annual

Production Report	Batch / On Demand	Frequency
PRELIMS - Crime Lab Reporting Exemplars / Worksheet Exemplars		
1. ANALYTICAL REPORTS & FIELD INVESTIGATION REPORTS (CRIME SCENE INVESTIGATION - CSI)		
a. **Controlled Substances/Narcotics (includes Clandestine Laboratories)**		
1. Laboratory Report (J795763) - Narcotics Case	On Demand	Daily
2. Laboratory Report (J001761) - Clandestine Laboratory examination	On Demand	Daily
3. Laboratory Report - Amended (J314966) - Clandestine laboratory examination	On Demand	Daily
4. Field Investigation (FI) Report (Crime Scene Investigation (CSI) Report) (J011761) - clandestine laboratory investigation	On Demand	Daily
b. **Blood Alcohol (Toxicology)**		
1. Laboratory Report (J669797) - copy of laboratory receipt with analytical results printed on a label adhered to back side of laboratory receipt.	On Demand	Daily
2. Laboratory Report (J669797) - long report	On Demand	Daily
c. **Toxicology**		
1. Laboratory Examination Report (J567253 / J694759)	On Demand	Daily
2. Laboratory Report (J344508 / J643417/ J641885 / J643321) - copy of laboratory receipt with analytical results printed on a label adhered to back side of laboratory receipt.	On Demand	Daily
3. Proposed electronic laboratory reports (Screening; Confirmatory; and Screening and Confirmatory)	On Demand	Daily
d. **Trace Evidence**		
1. Laboratory report (J575950, J639545; J772409)	On Demand	Daily
2. Field Investigation report (Crime Scene Investigation - CSI)	On Demand	Daily
e. **Biology**		
1. Laboratory/DNA Analysis Report (Torrance PD 070002541)	On Demand	Daily
2. Laboratory/DNA Analysis Report (LASD-WHD 006–01327-0975-324)	On Demand	Daily
3. Laboratory Report (Sexual Assault Kit) (J811668, J860007)	On Demand	Daily
f. **Firearms/Toolmarks**		
1. Laboratory report (J633695, etc.)	On Demand	Daily
2. Investigative Lead examination report	On Demand	Daily
3. NTC Obliterated Serial Number Trace Request Form (ATF 3312.1-OBL)	On Demand	Daily
g. **Questioned Documents**		
1. Document Examination Report	On Demand	Daily
h. **Latent (Fingerprint) Prints**		
1. Examination report - comparison (J123456) (includes comparison summary sheet)	On Demand	Daily
2. Chemical Processing Report (J653789)	On Demand	Daily
3. Supplemental report - Field Investigation Report - major crime (405-05710-2176-051)	On Demand	Daily
4. Supplemental report - Field Investigation Report - Property Crime	On Demand	Daily

Production Report	Batch / On Demand	Frequency
2. SYSTEM REPORTS (from ETS Legacy system)		
a. **Evidence inventory**		
1. Location inventory (evidence items in a specified location)	On Demand	Daily
2. Section inventory (evidence items in locations within a section)	On Demand	Daily
3. Facility inventory (evidence items in location within a facility)	On Demand	Daily
b. **Lab Tasks (work assigned to examiner)**		
1. Pending Lab Tasks (evidence waiting assignment to an examiner)	On Demand	Daily/Weekly/ Monthly
2. Active Lab Tasks (evidence assigned to an examiner)	On Demand	Daily/Weekly/ Monthly
3. Completed Lab Tasks (evidence examination completed by examiner)	On Demand	Daily/Weekly/ Monthly
c. **Evidence Courier System**		
1. Courier Route List (evidence ready to return to agency)	On Demand	Daily
d. **Specialized Reports (Narcotics)**		
1. Agency input (over date range)	On Demand	Weekly/ Monthly
2. Section/Facility input (over date range)	On Demand	Weekly/ Monthly
3. Completed cases/examiner/facility	On Demand	Weekly/ Monthly
e. **Statistical Reports**		
1. Incoming evidence / completed evidence (over date range)	On Demand	Monthly
2. Overall Laboratory statistics (summary / month / year)	On Demand	Monthly
3. Photo / Digital Unit	On Demand	Monthly
3. QUALITY ASSURANCE REPORTS / WORKSHEETS / TRACKING FORMS		
a. Audit Summary Report	On Demand	Annually /discipline (section)
b. Audit Checklist	On Demand	
c. Corrective Action Request (CAR)	On Demand	
d. Corrective Action Plan (CAP)	On Demand	
e. Corrective Action Tracking form	On Demand	
f. In-house Training / Competency Tracking form	On Demand	
g. Manual Authorization form	On Demand	
h. Manual Amendment form	On Demand	
i. Summary Review Document - External Proficiency Tests	On Demand	
j. External Proficiency Test Summary	On Demand	
k. QA Matrix Summary (Proficiency Tests / Court Testimony)	On Demand	
l. QA Matrix (section specific)	On Demand	
m. QA Matrix External Proficiency Tracking form	On Demand	
n. Risk Management Inspection form	On Demand	Quarterly
o. Risk Management Tracking form		

Production Report	Batch / On Demand	Frequency
4. EXAMINATION WORKSHEETS / MISC QUALITY ASSURANCE (QA) related worksheets		
a. Controlled Substances/Narcotics (includes Clandestine Laboratories)		
1. Narcotics examination / case notes worksheet	On Demand	
2. Clandestine laboratory examination / case notes worksheet	On Demand	
3. Clandestine laboratory field investigation worksheet	On Demand	
4. Case contact log	On Demand	
5. Reagent Re-verification Log	On Demand	
6. Work Station Reagent Log	On Demand	
7. Balance Verification Log	On Demand	
8. Instrument Maintenance Log (GCMS and FTIR)	On Demand	
9. Reagent Log	On Demand	
10. Reference Standards Inventory	On Demand	
11. Standard Inventory Form	On Demand	
b. **Blood Alcohol**		
1. Examination notes sheet	On Demand	
2. Final Report (run qualified) (from headspace GC)	On Demand	
3. Certification of Blood Alcohol results - California Department of Motor Vehicles (DMV) required form	On Demand	
4. Standard Log; Reagent Log;	On Demand	
5. GC Calibrator labels (affixed to vessels containing calibrator solution-generated via Excel spreadsheet)	On Demand	
6. Evidence returned w/o analysis form	On Demand	
7. Qualification of Misc solutions, standards, reference standards	On Demand	
8. Breath Testing Solution Analyses worksheet	On Demand	
9. Misc. Logs and verification worksheets (Maintenance, verification, etc.)	On Demand	
10. Class Roster - Breath Testing Classes	On Demand	
11. Weekly Blood Kit Preparation Log	On Demand	
12. Return to Service - Breath testing instrument worksheet	On Demand	
13. Report of Test of Simulator	On Demand	
14. Labels for Urine Evidence Collection Kits	On Demand	
15. Proposed electronic examination note worksheet	On Demand	
16. Testimony related worksheets/logs	On Demand	
17. Fax cover sheet template	On Demand	
c. **Toxicology**		
1. Examiner's notesheet (free form)	On Demand	
2. Toxi-lab Special Procedure worksheet	On Demand	
3. Confirmation worksheet - blood & urine	On Demand	
4. Screening results from Tecan minilyser instrument	On Demand	
5. Examination note sheet - "splits;" and examiner's notes	On Demand	
d. **Trace Evidence**		
1. Arson examination worksheet	On Demand	

Production Report	Batch / On Demand	Frequency
e. **Biology**		
1. Field Investigation Request	On Demand	
2. Reference Sample worksheet	On Demand	
3. Coroner's Sexual Assault Kit examination worksheet	On Demand	
4. LASD Sexual Assault Kit examination worksheet	On Demand	
5. Crossover Immunoelectrophoresis worksheet	On Demand	
6. DNA Extraction summary worksheet	On Demand	
7. Extracted DNA worksheet	On Demand	
8. PCR-STR Set-up worksheet	On Demand	
9. Misc standard/reagent logs	On Demand	
10. Amylase worksheet	On Demand	
f. **Firearms/Toolmark**		
1. Evidence transmittal form	On Demand	
2. Cartridge identification worksheet	On Demand	
3. Field Investigation request worksheet	On Demand	
4. Request for Analysis worksheet	On Demand	
5. Assault weapon (CPC 12276) worksheet	On Demand	
6. Serial number worksheet	On Demand	
7. Peer review worksheet	On Demand	
8. Misc. Examination note worksheets (with vehicle diagrams)	On Demand	
g. **Questioned Documents**		
1. Examination notes worksheet	On Demand	
h. **Latent (Fingerprint) Prints**		
1. Comparison Summary report/worksheet (J123456)	On Demand	
2. Chemical Processing worksheet (775138)	On Demand	
3. Evidence list worksheet (field investigation)	On Demand	
4. Latent inventory worksheet (J160307)	On Demand	
5. Homicide - Latent inventory worksheet (J775115)	On Demand	
6. Homicide worksheet	On Demand	
7. Field Investigation Log	On Demand	
8. Request for Identification Personnel (crime scene response	On Demand	
9. Latent Print Comparison Request	On Demand	
10. Print Deputy Request	On Demand	
11. In-service roster with call sheet and stat page (3 pages)	On Demand	
12. Property Crime Call Log	On Demand	
13. Latent Print Examiner Daily Activity Log (2 pages)	On Demand	
14. AFIS log	On Demand	

Production Report	Batch / On Demand	Frequency
i. **Evidence Control (lab) / Courier System**		
1. Courier Route Sheets - multiple exemplars provided	On Demand	
2. Evidence location audit worksheet	On Demand	
3. Audit tracking spreadsheet	On Demand	
4. Narcotics evidence pick-up sheet (deposited at station/agency)	On Demand	
5. Listing of evidence locations at Crime lab (from ETS)	On Demand	
6. Agency Listing (by Department) (from ETS)	On Demand	
7. Listing of File Number formats assigned to agencies (from ETS)	On Demand	
8. List of Task Categories (from ETS)	On Demand	
9. Analytical results/reporting codes-narcotics results codes selected from master list (from ETS)	On Demand	
j. **Photo / Digital Laboratory**		
1. Color photographic order	On Demand	
2. Photographic order tracking form (by date)	On Demand	

PRELIMS

Statement of Work
Attachment 9

Training Requirements

Training Requirements

1. Vendor will provide multiple (~9-12), modular based, Train-the-Trainer sessions for approximately 175-200 staff. Each session will consist of one or more modules and will target a specific group or groups of end-users. Each module will focus on a different aspect of the overall system. Approximately 15-20 trainees per session. Sessions to be conducted at client provided facility.

Training Module	Approximate # of individuals to be trained	System and Database Administration	Overview	Data Entry & Service Request Update	Query Look-up	View Retrieve Print Report	Analytical Report Generation / Electronic Note taking	Transfer Custody of Evidence	Evidence Route Management	System Report Generation System Configuration	Service Request Management
End User Groups											
Evidence and Property Custodians (CPE)	3		√	√	√	√		√	√		√
Evidence and Property Custodians (Stations)	5		√	√	√	√					
Patrol (FOSS)	10		√	√	√	√					
Detective	10		√	√	√	√					
OPS Sergeants	5		√	√	√	√					
OPS Lieutenants	5		√	√	√	√					
Evidence and Property Custodians (LAB)	3		√	√	√	√		√	√		√
Lab Examiners (LAB)	25		√	√	√	√	√	√			
Crime Scene Investigators (LAB)	12		√	√	√	√	√	√			
Supervision Management (LAB)	22		√	√	√	√		√	√		√
Data Center and Oracle DBA personnel	5	√	√								
System Administrators (PRELIMS Support Team)	10	√	√	√	√	√	√	√	√	√	√
Outside Agency Staff	50		√	√	√	√		√			
District Attorney Staff	5		√	√	√	√					
PRELIMS Steering Committee / Department Executives	20		√								

2. Vendor will provide one (1) electronic copy of training materials for each module in a tutorial type format. Materials will include text as well as screen images utilizing Department / Outside Agency / Laboratory specific data.

3. Vendor will develop and provide an electronic, end-user "competency test" for each training module or combination of modules as identified by the Department. Department will have input on the development of each competency test and will approve each prior to implementation.

4. Vendor will develop and provide a training database that can be used in conjunction with the Train-the-Trainer Sessions to train end-users on key components of the system.

5. Vendor will attend and provide oversight for a minimum of 5% of training sessions that Department Trainers conduct.

6. Vendor will complete 75% of the Train-the-Trainer sessions prior to implementation of production system.

7. A group of individuals who have received PRELIMS training from the vendor will be selected by the Department to be Trainers. These Trainers will provide training to system end users, including both Department end users as well as outside agency end users. Total number of end users is estimated to be approximately 8,000-10,000 individuals; approximately 20-25 trainees per Department training session.

EXHIBIT C

Price and Schedule of Payments

PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback (20.00%)	Invoice Pay Points	Notes
Agreement Start	Signed Agreement					
Application Base Price Licensing Costs		70,000.00 171,000.00		0.00 0.00	70,000.00 171,000.00	Includes 50% of Application Base Price Includes 25% of Licensing Costs
TOTAL AGREEMENT START		241,000.00		0.00	241,000.00	
3.0 LIMS Tasks and Deliverables						
3.1 Project Planning and Management						
3.1.1 Develop a Project Control Document (PCD)	**Deliverable 3.1.1 Project Control Document** (Work Breakdown Structure, Project Organization, Roles and Responsibilities, Installation Plan, Requirements review, Configuration Plan, Test Plan, Training Plan, Implementation Plan, Production Support Plan, Status Reporting, Issue Escalation and Resolution, Deliverable Review and Approval, and Change Control Management)		18,000.00	3,600.00	14,400.00	
3.1.2 Manage Project	**Deliverable 3.1.2 Project Status Reports/Ongoing Project Management** ***(to be divided by the number of months of the project as agreed to in the PCD and Project Timeline)***		85,000.00	0.00	85,000.00	
3.2 Technical Assessment						
3.2.1 Conduct Technology Assessment	**Deliverable 3.2.1 Technology Assessment Report** (Executive Summary, Technical Architecture, Hardware and Software Specifications, Technical Recommendations)		19,150.00	3,830.00	15,320.00	
3.3 Functional Requirements Review and Finalization						
3.3.1 Review Functional Requirements with Vendor and key users: Develop Business Scenarios	**Deliverable 3.3.1 Requirements Confirmation Report**		16,750.00	3,350.00	13,400.00	
3.4 Functional Assessment						
3.4.1 Establish a Prototype Environment	**Deliverable 3.4.1 Prototype Environment**		16,750.00	3,350.00	13,400.00	
3.4.2 Provide Functional Training to Prototype Team Members	**Deliverable 3.4.2 Functional Training completed** (COTS application overview and navigation, System concepts and terminology, Functional overview of each COTS application module, training materials and exercises)		8,100.00	1,620.00	6,480.00	
3.4.3 Develop Prototype Scripts: Conduct Application Prototyping	**Deliverable 3.4.3 Prototyping Scripts: Application Prototyping** (Separate Document for each prototyping session: Demonstration of COTS application with detailed business scenarios, confirm/validate business, interface , reporting and conversion requirements)		6,000.00	1,200.00	4,800.00	
3.4.4 Perform Fit-Gap Analysis	**Deliverable 3.4.4 Fit-Gap Analysis** (Executive Summary, Application Configurations, Gap Analysis)		19,000.00	3,800.00	15,200.00	

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EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback 20.00%	Invoice Pay Point	Notes
3.4.5 Develop Requirements Traceability Matrix (RTM)	**Deliverable 3.4.5 Requirements Traceability Matrix (RTM)**		3,600.00	720.00	2,880.00	
3.5 Implementation Assessment	Deliverable 3.5 Updated Implementations Strategies Plan Executive Summary, Software Development and Test Strategy, Data Interface Strategy, Report Formats and Standards, Training and Documentation Plans, Translation Management Strategy, Updated Implementation Plan)					
3.5.1 Develop Software Functional Enhancements and Test Plans 3.5.2 Develop Data Interface Strategy 3.5.3 Develop Report Formats and Standards 3.5.4 Develop Training and Documentation Plans 3.5.5 Develop Implementation Strategies Plan TOTAL 3.5 IMPLEMENTATION ASSESSMENT			3,600.00	720.00	2,880.00	
3.6 Design and Development						
3.6.1 Establish Development Environment	**Deliverable 3.6.1 Establish Test Environment** (Baseline COTS solution, configuration and data set-up, list any 3rd party software or toolsets required to support development and unit testing		6,000.00	1,200.00	4,800.00	
3.6.2 Design, develop and unit test software functional enhancements	**Deliverable 3.6.2 Design, develop and unit test software functional enhancements**		54,000.00	10,800.00	43,200.00	
3.6.3 Design, develop and unit test data interface utilities	**Deliverable 3.6.3 Design, develop and unit test data interface utilities**		56,000.00	11,200.00	44,800.00	
3.6.4 Design, develop and unit test pre-defined reports	**Deliverable 3.6.4 Design, develop and unit test pre-defined reports**		72,000.00	14,400.00	57,600.00	
3.7 Application Configuration	Deliverable 3.7 Configured Application					
3.7.1 Establish Configuration Environment 3.7.2 Provide Configuration Training 3.7.3 Configure COTS Application 3.7.4 Develop validation routines to support Department Data Interface Requirements. 3.7.5 Perform mock validation data interface into the conversion Environment. 3.7.6 Establish Integrated System Test Plan 3.7.7 Conduct Integrated System Testing TOTAL 3.7 APPLICATION CONFIGURATION			76,800.00	15,360.00	61,440.00	

PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback 20.00%	Invoice Pay Point	Notes
3.8 Testing	**Deliverable 3.8 Production Environment**					
3.8.1 Establish Performance Test Plan 3.8.2 Establish Performance Environment 3.8.3 Conduct Performance Testing TOTAL 3.8 TESTING			34,000.00	6,800.00	27,200.00	
Application Base Price		70,000.00		0.00	70,000.00	Includes 50% of Application Base Price
Licensing Costs		171,000.00		0.00	171,000.00	Includes 25% of Licensing Costs
Project Milestone 1 - System Acceptance		241,000.00		0.00	241,000.00	
3.9 Transition Management						
3.9.1 Develop and conduct user outreach presentations	**Deliverable 3.9.1 User Outreach presentations** (Project communication updates, develop and conduct presentations, review and comment on project newsletters and website publications)		14,400.00	2,880.00	11,520.00	
3.9.2 Develop/revise Department Policies and Procedures	**Deliverable 3.9.2 Revised Department Policies and Procedures**		6,000.00	1,200.00	4,800.00	
3.9.3 Define Readiness Assessment Process 3.9.4 Develop implementation Readiness Checklist	**Deliverable 3.9.3 Implementation Readiness/ Assessment Process defined.** **Deliverable 3.9.4 Implementation Readiness Checklist**		7,200.00	1,440.00	5,760.00	
3.10 Training and Documentation						
3.10.1 Develop Training Plan	**Deliverable 3.10.1 Training Plan** (Executive Summary, Training Plan)		24,000.00	4,800.00	19,200.00	
3.10.2 Develop Systems Administration and Operations Manual	**Deliverable 3.10.2 Systems Administration and Operations Manual** (Overview, System Administration, Batch Operations, Troubleshooting)		12,000.00	2,400.00	9,600.00	
3.10.3 Develop End-User Documentation	**Deliverable 3.10.3 End-User Documentation** (End-User Reference Manual, Quick Reference Guides, Updated Online Help)		25,000.00	5,000.00	20,000.00	
3.10.4 Establish Training Environment	**Deliverable 3.10.4 Training Environment**		22,000.00	4,400.00	17,600.00	
3.10.5 conduct Technical Training	**Deliverable 3.10.5 Technical Training** (Provide all training materials/exercises, set-up training data, conduct technical training)		43,200.00	8,640.00	34,560.00	
3.10.6 Conduct End-User Training	**Deliverable 3.10.6 End User Training** (Provide all training materials/exercises, set-up training data and conduct end-user training. Develop and provide an electronic end-user "competency test" for each training module or combination of modules)		95,100.00	19,020.00	76,080.00	

PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback 20.00%	Invoice Pay Point	Notes
3.11 Production Cutover						
3.11.1 Re-establish Production Environment	**Deliverable 3.11.1 Production Environment** (re-promote a clean staging Production environment)		4,050.00	810.00	3,240.00	
3.11.2 Develop production Cutover Plan	**Deliverable 3.11.2 Production Cutover Plan** (Detail steps, sequence, dependencies and responsibilities for all production cutover activities, including data imports)		6,600.00	1,320.00	5,280.00	
3.11.3 Support Production Cutover	**Deliverable 3.11.3 Technical Support for Production Cutover** (Cutover rehearsal, production cutover)		81,000.00	16,200.00	64,800.00	
Project Milestone 1: PRELIMS Application Production Cutover (System Go-live) (1)						
Fulfillment of PRELIMS Application Production Cutover Milestone	Licensing Costs	342,000.00			342,000.00	60% of Licensing Costs (FINAL)
	MILESTONE 1 - PRODUCTION CUTOVER SUB-TOTAL	824,000.00	835,300.00	150,060.00	1,509,240.00	
Project Milestone 2: PRELIMS Web-enabled Production Cutover (2)						
Splitting the integrated instrument interfaces from the application to allow the .Net implementation	**MILESTONE 2 - PRODUCTION CUTOVER**		150,000.00	30,000.00	120,000.00	
WEB-ENABLED DELIVERABLE	**SYSTEM FINAL ACCEPTANCE HOLDBACK PAYMENT**			0.00	180,060.00	Release of hold-back upon final acceptance.
3.12 Post-Implementation Support						
3.12.1 Provide Post-implementation Warranty Services and Software Maintenance Service Level Requirements Support; duration - later of six (6) months or the System final Acceptance Date - Warranty support will extend for a period of six (6) months therafter.	**Deliverable 3.12.1 Post-implementation Support**		54,000.00	0.00	54,000.00	
	TOTAL ALL-IN TO FINAL ACCEPTANCE	**824,000.00**	**985,300.00**	**180,060.00**	**1,863,300.00**	
MAINTENANCE FEES (3)						
Year 1	140,000.00					
Year 2	143,000.00					
Year 3	146,000.00					
Year 4	150,000.00					
Year 5	154,000.00					
	Total Maintenance Costs for Five Years				733,000.00	
	AGREEMENT SUM				**2,596,300.00**	

PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback 20.00%	Invoice Pay Point	Notes
PROFESSIONAL SERVICES (4)						
Hourly Labor Rate	175.00					
Daily Labor Rate	1,400.00					
POOL DOLLARS (5)						
Based upon fifteen percent of the Agreement Sum.					389,445.00	
OPTIONAL CUSTOMIZATION						
GEN 12.00 DR Ability to support integration with WordPerfect Office Suite for import and export of information to/from the system.	10,000.00					
GEN 25.00 DR Ability to take on data from in-house legacy evidence, property, and lab information management systems including at a minimum transactions/moves history and certain evidence item, case and person information.	32,000.00					
RPT 55.00 CR Ability to use Crystal Reports, MS Office and/or WordPerfect Office Suite.	15,000.00					
	Customization Optional Costs				57,000.00	
	TOTAL PROFESSIONAL SERVICES				446,445.00	
	MAXIMUM AGREEMENT SUM (6)				**3,042,745.00**	

(1) Not all functions and program modules in Porter Lee's application may be web-based by the time of System Go-live (Milestone 1). The affected program modules, including instrument interfaces, will utilize client server topology until Porter Lee has migrated these functions to .NET technology.

(2) Migration to web-based technology will be an ongoing implementation process with efforts by Porter Lee and LASD until such time PRELIMS is a total web-based solution (Milestone 2). Completion of Milestone 2 may or may not be concurrent with Milestone 1.

(3) Year 1 begins after the six-month Warranty Support period.

(4) Hourly Labor Rates and Daily Labor Rates to be used as defined in the Agreement. These rates are subject to the Cost of Living Adjustment (COLA), in accordance with the County's COLA policy.

(5) Pool Dollars to be used as defined in the Agreement.

(6) There is no guarantee that the Maximum Agreement Sum will be paid during the term of this Agreement.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT E

E1 **Contractor Acknowledgement and Confidentiality Agreement**

E2 **Contractor Employee Acknowledgement and Confidentiality Agreement**

E3 **Contractor Non-Employee Acknowledgement and Confidentiality Agreement**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: Porter Lee Corporation Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: Porter Lee Corporation Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. 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 under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. 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.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION:_____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Porter Lee Corporation Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor 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, I shall keep such information confidential.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

EXHIBIT F

MAINTENANCE & SUPPORT

EXHIBIT F

MAINTENANCE & SUPPORT

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement or, if not defined therein, in Exhibit B (Statement of Work). The rules of construction set forth in Section 1.4 (Construction) of the Agreement apply to this Exhibit F.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES:

(1) At no additional cost beyond the Post Implementation Support Fee and Maintenance Fees, during the Term Contractor shall: (a) correct any and all Deficiencies from time to time with the System Software (such correction of the System Software is hereafter referred to as "Corrective Maintenance"), (b) provide Updates (as defined in the body of the Agreement) to the System Software on a regular basis, including revisions, corrections or modifications necessary to make Updates function and interface with then currently installed versions of the System Software, and Compatible with then currently installed Operating System Software or System Hardware, and vice versa and (c) to the extent that either or both of the System Hardware or Operating System Software are not Compatible with the System Software, provide Updates to the System Software to achieve Compatibility or, to the extent that Updates will not achieve Compatibility, reimburse County for the price County paid to acquire such System Hardware or Operating System Software so that County may procure hardware or operating system software which is Compatible with the System Software (the services described in clauses (a) through (c) are collectively referred to as "Maintenance Services"). Corrective Maintenance shall be either of a critical support nature or of a routine support nature, depending on the Severity Level of the Deficiency for which County is requesting Corrective Maintenance, as such Severity Level is finally determined by County Project Director in accordance with Section A(3) below.

(2) County shall receive ongoing support from Contractor's Help Desk Service Center for each System Software, Customizations and Interfaces. Maintenance Services entitles County to receive assistance in Deficiency determination and resolution for all System Software, including all Customizations and Interfaces.

(3) Contractor shall assist County with those activities comprising Deficiency determination, although County Project Director shall determine finally the Severity Level for all Deficiencies. Deficiency determination includes

the activities associated with engaging in a service request, checking background and change management information, reviewing service activity, assessing issues, trouble shooting, and developing a Deficiency statement. The Deficiency statement is used to determine the category of service required to further investigate the Deficiency, develop a resolution, communicate the resolution, execute the resolution, and confirm the results.

(4) Contractor shall furnish and perform critical support services through Contractor's Help Desk Service Center, staffed by live personnel from 6:00 AM to 6:00 PM Pacific Time, each Business Day, and on-site support as needed for support of the System Software. Contractor shall also provide automated web support twenty-four (24) hours, seven (7) days each week. Critical support services shall be reported as Severity Level "1" and "2", as described on the Maintenance Schedule, Schedule I, in Section II of this Exhibit F (such schedule is hereafter referred to as the "Maintenance Schedule").

In respect of County service requests determined to be Severity Level "1" or "2" Deficiencies, Contractor shall meet the response times and Turnaround Times (hereafter sometimes referred to as "TATs") set forth on the Maintenance Schedule for such Deficiencies.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level "1" and "2" Deficiencies within one (1) hour of County's service request.

Further investigation shall continue as needed, and restoration of the availability of the System Software, the operation of the System Software, and/or developing a suitable work-around shall occur, and such restoration, operation and development, as the case may be, shall be approved pursuant to the Agreement, within four (4) hours of the opening of County's service request for Severity Level "1" requests and within twenty-four (24) hours for Severity Level "2" requests.

If Severity Level "1" or "2" Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

(5) Routine support services are generally non-critical in nature and shall be reported as Severity Level "3" and "4" requests. Routine support services are delivered, managed, and reported through Contractor's Help Desk Service Center. Contractor shall provide routine support services during the hours of 6:00 AM Pacific Time to. 6:00 PM Pacific Time and onsite support as needed. Based on the nature and severity of the issue, routine support service Deficiencies are assigned a Severity Level "3" or "4".

In respect of County service requests determined to be Severity Level "3" or "4" Deficiencies, Contractor shall meet the TATs set forth on the Maintenance Schedule for such Deficiencies.

The Help Desk Service Center shall engage in an initial assessment of a Severity Level "3" Deficiency within four (4) hours of County's service and within twenty-four (24) hours of County's service request for a Severity Level "4" Deficiency.

Further investigation shall continue as needed, and the Deficiencies shall be corrected and approved pursuant to the Agreement within thirty (30) days of the opening of County's service request for Severity Level "3" and within sixty (60) days of the opening of County's service request for Severity Level "4" requests.

If Severity Level "3" or "4" Deficiencies are not remedied within such TATs, Downtime Credits may be applied in accordance with Section C of this Exhibit F.

(6) Corrective Maintenance shall be performed as follows:

(a) County may request Corrective Maintenance by internet, e-mail, telephone, or facsimile. Requests involving the Help Desk Service Center should be made by designated County Representative.

(b) As part of Corrective Maintenance, County shall endeavor reasonably to provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect, simulate and correct the Deficiency, but regardless of the level of assistance provided by County, Contractor, solely, is responsible for the timely correction of Deficiencies.

(c) Contractor shall provide County with revised and installed System Software executable object code (including updating Source Code) and shall take such other action as is necessary to resolve the Deficiency and Contractor shall provide avoidance procedures for avoiding such Deficiency in the future, all in accordance with the timetables set forth in this Exhibit.

(d) Contractor shall provide Corrective Maintenance from its business premises, except that at Contractor's option and expense, Contractor may perform Corrective Maintenance at County sites.

(7) Contractor shall specify to County the level of expertise needed by County personnel to install Updates. County will install all Updates with reasonable telephone assistance from Contractor.

(8) Contractor is not required to perform Corrective Maintenance with respect to Deficiencies (including in connection with the Response Time Warranty described in Section D below) caused by:

(a) County's modifications to the System Software which have not been verified in writing by Contractor in accordance with Paragraph 16.2 (Professional Services) of the body of the Agreement or otherwise;

(b) County's failure to activate in a timely manner Deficiency corrections (including corrections which Contractor has included in Updates) where Contractor is able to demonstrate that (i) timely activation of the Deficiency correction would have resolved the Deficiency otherwise in accordance with the timetables set forth in the Maintenance Schedule and (ii) Contractor otherwise provided County with the support level required by the Agreement and this Exhibit F generally for County to activate timely the Deficiency correction;

(c) Use of the System Software inconsistent with the terms of the Agreement as determined by County Project Director but subject to Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) to the Agreement;

(d) System Hardware or Operating System Software failures (other than a Compatibility failure), but solely to the extent that the System Software Deficiency is caused by or results directly from such System Hardware or Operating System Software failure, as mutually determined by Contractor Project Director and County Project Director; or

(e) County replacements of the System Hardware or Operating System Software warranted by Contractor to be Compatible, other than replacements made pursuant to Contractor's instructions or Specifications or subsequently approved in writing by Contractor.

(9) During the first month of Post Implementation Support, Contractor's personnel shall provide Corrective Services on site at Sheriff's Department locations.

B. COUNTY RESPONSIBILITIES:

County understands that in order for Contractor to provide Maintenance Services, County:

(1) Must provide, at County's expense, a "Remote Dial-up Capability" to enable Contractor to access the System from Contractor's facility;

(2) Must identify three alternates (in addition to County's Project Manager) to serve as County's Representatives (hereafter referred to as the "Representative"). Only Representatives shall be authorized to request and receive Maintenance Services on behalf of County. County may change its Representative(s) by written notice to Contractor;

(3) Must provide Contractor with reasonable access to the System Software and all County data used by the System Software during the times requested by Contractor subject to County facility's access approval policies. County will not unreasonably withhold such access. Access to such data shall be used exclusively for Maintenance Services purposes and shall be subject to Contractor's obligations to protect proprietary and confidential information set forth in this Agreement;

(4) Must provide Contractor with notice, either orally or in writing, within three (3) days of occurrence of a Deficiency being reported, with a general description of the Deficiency, although County's failure given notice within the time frame set forth in this subsection (4) shall not relieve Contractor from its obligation to resolve the Deficiency once County has so informed Contractor;

(5) May purchase any third-party proprietary licenses to System Software, not available in the public domain, to comply with State and Federal regulatory requirements. County shall consult with Contractor in connection with obtaining such software; and

(6) May provide monthly, and Contractor shall hold at Contractor's Schaumburg, Illinois premises, a back-up copy of the System Software installed at County.

C. DOWNTIME CREDITS

Downtime credits shall accrue under this Exhibit F for Contractor's failure to maintain system reliability, for failure to timely correct Deficiencies, and for the System Software's failure to satisfy Response Times Tests, all as described in more detail below and in Section D below (collectively and individually, "Downtime Credits"). The amount of the Downtime Credit will depend on the extent and duration of Contractor's continuing failures.

(1) Downtime Credits – System Reliability. Without limiting any other rights and remedies available to County, either pursuant to the Agreement, at law, or in equity, County shall be entitled to Downtime Credits in the event there is a Severity Level "1" Deficiency for a period of time (such period the "Downtime"), as determined by County Project Manager, for

any System Software component for which Contractor is providing Maintenance Services.

(a) County shall be entitled to a Downtime Credit equal to one (1) month of the aggregate Maintenance Fees (one twelfth of the annual maintenance fees) specified in Exhibit C (Price and Schedule of Payments) for the System Software any month during which System Software reliability is less than 99.5% based on a twelve hour period from 6 AM to 6 PM (Pacific Time) each Business Day.

(b) System Software reliability is calculated by adding up the total number of Downtime hours which occur during any month (the "Total Downtime") and subtracting that amount from the maximum operational use time, determined by multiplying twelve times the number of Business Days in the month at issue (the "Maximum Operational Use Time"). The resulting number shall then be divided by the Maximum Operational Use Time to determine the overall percentage of availability. For example:

$$\frac{\text{Maximum Operational Use Time minus Total Downtime}}{\text{Maximum Operational Use Time}} = \text{System Software reliability}$$

(c) The Maximum Operational Use Time includes the time required for scheduled Maintenance Services, normal Maintenance Services, System Hardware replacement, loading System Software Updates, and loading Updates. Except in respect of scheduled Maintenance Services or as set forth below, the System Software shall always be available. The server(s) configuration shall provide redundancy, online maintenance, or some other method to attain the required availability.

(d) If Downtime results from use of the System Software by County other than as instructed by Contractor, County shall not be entitled to any Downtime Credits for the affected System Software components, for such period of misuse, provided that Contractor has notified County, in writing, of the details of the alleged misuse within five (5) days of Contractor's discovery of the alleged misuse. County shall review such alleged misuse and shall notify Contractor in writing, within five (5) days, of County's agreement or disagreement with Contractor's allegation(s). In the event

County disagrees with Contractor's allegation(s) of misuse, County shall apply Downtime Credits to reduce any amounts due to Contractor, subject to the provisions of Paragraph 2 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

(2) Downtime Credits – Corrective Maintenance Response Time Failures. If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Sections A(4) and A(5) of this Exhibit, Downtime Credits shall accrue for the benefit of County, calculated as set forth below:

(a) For Severity Level "1" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each six (6) hours the Severity Level "1" Deficiency continues beyond the TAT for such Severity Level;

(b) For Severity Level "2" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each day the Severity Level "2" Deficiency continues beyond the TAT for such Severity Level;

(c) For Severity Level "3" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each two Business Days the Severity Level "3" Deficiency continues beyond the TAT for such Severity Level; and

(d) For Severity Level "4" Deficiencies, Downtime Credit equal to 1/30 of the aggregate monthly Maintenance Fee for each five Business Days the Severity Level "4" Deficiency continues beyond the TAT for such Severity Level.

D. RESPONSE TIME WARRANTY.

(1) Response Time Monitoring.

(a) From time to time at County's discretion, County is entitled to request that Contractor, and Contractor agrees to, monitor the System Software for a continuous length of time as agreed to in writing by County and Contractor, in accordance with a mutually agreed upon monitoring plan to verify agreed upon Response Time (as defined below). The Response Time Monitoring Plan may require tuning or other work to be performed on the System Hardware or Operating System Software prior to Contractor's commencement of the monitoring period.

(b) Prior to commencement of the testing period, Contractor shall insert timing code programs within the System Software. Downtime shall be scheduled to allow Contractor to insert such

timing code programs at a time which is mutually agreeable to Contractor and County. Such timing code programs shall measure the actual response time, which means the elapsed time from the entry of a query at the workstation, to the time the workstation fully displays the complete response (the "Response Time") against the pre-agreed performance standards set forth in the Response Time Monitoring Plan.

(c) A written report shall be prepared, which states the total number of prompt-to-prompt interactions measured during the monitoring period, the Response Time of each such interaction and such other information as is agreed to by both Contractor and County.

(d) In the event of noted Deficiencies, Contractor shall comply with Section D(2) below. Contractor shall use its best efforts to work with County to develop and apply System Software parameter changes to achieve specified Response Time, fine tune the database, Operating System Software and any other technical environment changes to achieve the specified Response Time.

(2) Response Time Tests.

In the event of noted Deficiencies, Contractor shall perform Response Time Tests designed to isolate and determine the cause of such Deficiencies in accordance with the following procedures:

(a) County shall provide Contractor with written notice informing Contractor that County is requiring a Response Time Test. The Response Time Test shall commence no later than ten (10) Business Days after County provides such notice.

(b) Contractor shall provide County with its standard test plan. County will revise such test plan, and Contractor Project Director and County Project Director shall mutually agree to the written test plan. Such revised test plan (the "Response Time Test") shall be the sole basis for testing.

(c) Prior to commencement of the testing, County will notify users of any conditions and restrictions of System Software use during the test period.

(d) At County Project Director's discretion, either Contractor or County shall conduct the Response Time Tests in accordance with the process described herein.

(e) Contractor or County, as applicable, shall document the results of the particular Response Time Test and indicate either the

successful completion of the test or document any failures to meet the Response Time, which shall be considered a Deficiency.

(f) If any Deficiencies are noted for any Response Time Test, reporting and correction of all such Deficiencies shall be as follows:

(1) Contractor Project Director and County Project Director shall mutually agree to all Deficiencies requiring repeat testing.

(2) Contractor Project Director and County Project Director shall develop a written test plan for repeat testing of all Deficiencies.

(3) After Contractor has corrected Deficiencies, Contractor shall notify County in writing within ten (10) Business Days that the particular Response Time Test is ready for repeat testing.

(4) After completion of each repeat Response Time Test, if there are any further Deficiencies, then County may: (i) repeat the process described above to the extent determined by County Project Director, (ii) postpone parts of or the entire process described above for selected or all Deficiencies to a later date specified in writing by County Project Director, (iii) require Contractor to provide and install replacements of any failed System Software components to resolve Deficiency as required by County at no additional cost to County, or (iv) exercise any of its rights under this Agreement, including termination of Agreement for default as described in Paragraph 5 (Termination for Default) of Exhibit A (Additional Terms and Conditions).

(3) County Project Director's written approval of each Response Time Test shall designate the successful completion of the particular Response Time Test.

II. MAINTENANCE SCHEDULE

County will assign one of the following "Severity Levels" to each County service request submitted to Contractor's Help Desk Service Center:

Schedule I. Maintenance Schedule

Severity Level	Response Time[1]	TAT[2]	Severity Level Definition
1	One Hour	Within 4 Hours	Critical. The defect is critical such that the operation attempted is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.
2	One Hour	Within 24 Hours	Severe. Major defects make it difficult to complete the operation attempted. Workarounds for obtaining the required results in an easier fashion may not exist. Workarounds to complete the operation exist, but are not something that you would regularly want to attempt.
3	Eight Hours	Within 30 Days	Minor. Minor defects that are irritating to users but workarounds are easily available.
4	24 Hours	Within 60 Days	Cosmetic. Cosmetic defects that do not affect functionality, but do affect the general look and feel of the application software.

In the event that the assigned Response Times and/or Turnaround Times (TATs) are not met by Contractor, Contractor shall immediately submit to County by written action plan and status report which shall minimally include a description of the original Deficiency encountered, why Contractor was not able to correct Deficiency within the original TAT, proposed corrective action, and a revised TAT. Contractor shall be available for discussion with County regarding possible work arounds and other issues of concern.

---

[1] Response Time means the time from County's initial service request to Contractor's commencement of service during the period 6 AM to 6 PM on Business Days.

[2] Turnaround Time (TAT) means the time from County's initial service request to Contractor's completion of service and Deficiency resolution.

EXHIBIT G

CHANGE ORDER

Capitalized terms used in this Change Order without definition have the meanings given to such terms in that certain Agreement No. [_____] (the "Agreement"), or if not defined therein, in that certain Statement of Work attached as Exhibit B to the Agreement (the "Statement of Work").

REQUESTOR INFORMATION

Request Date: Return Date:

Requested by: Organization:

Prepared by:

Change Type – Check one

Requirements Design Other

Change Payment Type – Check one (Note that time and materials is only acceptable as a payment option for Services as set forth in Paragraph 6.4 (Time and Materials Charges) to the Agreement.)

Fixed Price Time and Materials

PART 1: CHANGE INFORMATION FROM REQUESTOR

1 **Proposed Change Summary Description And References:** Describes the change being proposed and clearly identifies whether the change is product-related, organizational, or procedural in nature. Any reference material that will assist the reviewers should be identified and attached. If the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, lists such Tasks and Deliverables.

2 **Change Required Completion Date:** Provides a completion schedule for the proposed change, including (a) any date by which such change must be completed and an explanation for such completion date, (b) any post-completion acceptance period, and (c) if the proposed change relates to Tasks or Deliverables set forth in the Statement of Work, a revised Task and Deliverable completion schedule under the Statement of Work (i.e., other than the Work requested under the Change Order).

3 **Justification:** Discusses why the change is being proposed and includes (a) a cost benefit analysis of such change and (b) a discussion of how the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work. In other words, how will County and Contractor benefit from the change and why County is not entitled to the change under the Agreement and the Statement of Work. By the Contractor Project Director's signature to this Part I, Contractor certifies that the proposed change is outside of the scope of Work set forth in the Agreement and the Statement of Work.

4 **Impact Of Not Implementing The Proposed Change:** Discusses the adverse impact, if any, on County and Contractor of not implementing the proposed change.

5 **Staff and Personnel Hours:** Sets forth the level of staff required to complete the proposed change and the number of estimated personnel hours.

6 **Price and Schedule of Payments for Proposed Change:** Sets forth a fixed price (for fixed price Work changes) or a "not to exceed" price (for Time and Materials Changes) for completion and delivery of the proposed change, including personnel hours (calculated using the Hourly Labor Rate). If applicable to the proposed change, the Change Order should also attach a revised Exhibit C (Price and Schedule of Payments).

7 **Pool Dollars:** Includes (a) the balance of Pool Dollars both before and after giving effect to the proposed change, and (b) the amount of Pool Dollars allocated to such Change Order. Note that the amount of Pool Dollars allocated to such Change Order shall not exceed the fixed price or "not to exceed" price set forth in item 6 above.

8 **Alternatives:** Lists at least one alternative (more if possible) to the proposed change, and indicates why the proposed change is better. Attaches any supporting documentation that helps to clarify the proposed change.

[If Change Order is requested by Contractor]

Signature of Requestor: _____
Contractor Project Director

For each Change Order, when Part I is complete, Contractor Project Director shall submit the Change Order to County Project Manager. At that time, a control number will be assigned so that the Change Order can be tracked to completion. All Change Orders will be reviewed on a regular basis by the County Project Director. As part of Part 2 of the change control process, the County Project Director will complete Part 2 of the template.

PART 2: INITIAL REVIEW OF CHANGE REQUEST The County Project Director along with County Project Manager will review the initial request and determine whether to proceed, reject, or defer the request. Additionally, the County Project Director and County Project Manager will decide which person or persons at County and Contractor should be reviewing and approving the Change Order in accordance with Paragraph 6 (Change Orders and Amendments) of the Agreement.

Initial Review Date: Assigned to:

Ok for Final Approval _____ (Bypass impact analysis)

Approve for Impact Analysis _____ Reject _____ Defer Until _____

Reason:

PART 3: IMPACT ANALYSIS (The County Project Manager will make an initial assessment of the cost, schedule, and resources needed to implement the proposed change, based upon the information submitted by Contractor pursuant to Part I of the Change Order and upon any other information available to it. If the requested change is complex, a Cost/Schedule Impact Analysis (CSIA) should be requested. The analyst will indicate this and will estimate the cost, schedule, and resources needed to perform the CSIA. The County Project Director will once again review the requested change and either accept, reject, or defer based on the terms submitted by Contractor in Part I above, or may resubmit the Change Order to Contractor, with any revisions suggested by the assigned analyst's impact analysis.)

1 Baselines Affected:

2 Configuration Items Affected:

3 Cost / Schedule Impact Analysis Required YES NO

4 Impact on Scope:

5 Impact on Quality:

6 Impact on Cost:

7 Impact on Schedule:

8 Impact on Resources:

9 Impact of Not Implementing Change:

10 Alternatives:

11Classification HIGH MEDIUM LOW

12 Final Recommendation / Comments:

Reviewer Name: Reviewer Role:

Final Review Date:

Reviewer Signature: _____ Date:

When the analysis in Part 3 has been completed by the assigned analyst, and the cost, schedule, and resource needs are identified, the Project Manager will submit the Change Order to the persons at County and at Contractor who will be reviewing and, if applicable, approving, such Change Order in accordance with Paragraph 6 (Change Orders and Amendments). The appropriate processes will, with approval of the appropriate persons under Paragraph 6 (Change Orders and Amendments), be followed to update the Agreement.

PART 4: FINAL APPROVAL (The change request can be accepted or rejected at any phase)

County Approver Name:_____

Action: Approve: ☐ Reject: ☐

Comments:

County Counsel Representative:_____

Contractor Approver Signature:_____

Date:_____

On completion of Part 4 of the Change Order in accordance with Paragraph 6 (Change Orders and Amendments) of the Agreement, the following provision will apply to the Change Order:

Ratification of the Agreement. Except as expressly modified by this Change Order, the terms and provisions of the Agreement and related documentation, including Exhibit A (Additional Terms and Conditions) to the Agreement, shall continue in full force and effect and shall control the effect and interpretation of this Change Order, including Paragraph 55 (Governing Law, Jurisdiction, and Venue) of Exhibit A (Additional Terms and Conditions). All references in the Agreement and related documentation to "the Agreement", "this Agreement", "hereunder", "hereof" or words of like import shall mean and be the Agreement, as expressly modified by this Change Order.

EXHIBIT H

INVOICE DISCREPANCY REPORT

PROPERTY, EVIDENCE AND LAB INFORMATION MANAGEMENT SYSTEM
INVOICE DISCREPANCY REPORT (IDR)

1. **INVOICE DISCREPANCY** to be completed by County Project Director

   Today's Date:_____

   Contractor:_____

   Phone Number:_____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Project Manager

2. **REVIEWED**:

   Signed: _____ Date: _____
   County Project Director

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

   Date received from County Project Director: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed:_____ Date:_____
   Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

   _____

   _____

   _____

5. **Approved by COUNTY**:

   _____ Date: _____

   _____ Date: _____

6. **Contractor Notified on**_____ (Date)

INSTRUCTIONS
County Project Manager: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to County Project Director in writing within ten (10) days of receipt of IDR.
Copy LASD [Master Contract File]

EXHIBIT I

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

PROJECT IDENTIFICATION[1]

Contract Number and Date:

Contractor Name:

Date Task/Deliverable Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)

Deliverable #	Deliverable Date:
Deliverable Name:	
Deliverable Definition:	
Deliverable Acceptance Criteria:	

Deliverable Definition: A detailed definition of each Deliverable with respect to the Task/Deliverable Acceptance Certificate is being submitted, as such Deliverable is described in the Statement of Work and the PCD.
Acceptance Criteria: For each Deliverable being presented, list the acceptance criteria which must be met in order to achieve such County's acceptance of such Deliverable, as set forth in the PCD.

[1] Capitalized terms used in this Task/Deliverable Acceptance Certificate have the meanings given to such terms in the agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth above, including satisfaction of the acceptance criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____ Date:
Contractor Project Director

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action Approve: Reject:

Reviewer Comments:

Reviewer Signature:_____ Date:

Reviewer 2

Reviewer Name: Dept: Role

Deliverable Name:

Recommended Action Approve: Reject:

Reviewer Comments:

Reviewer Signature:_____ Date:

COUNTY APPROVER INFORMATION

Approver Name: Role: County Project Director

Deliverable Name:

Action Approve: Reject:

Approver Comments:

Approver Signature:_____ Date:
County Project Director

CIO ANALYSIS

AGREEMENT FOR A PROPERTY, EVIDENCE AND LAB INFORMATION MANAGEMENT SYSTEM AND MAINTENANCE SERVICES WITH PORTER LEE CORPORATION

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: **Base Term:** 5 1/2 Yrs **# of Options** One 6 month extension

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Chief John Radeleff, Sheriff's Department

Budget Information :

Y-T-D Contract Expenditures	$ 0
Requested Contract Amount	$ 3,042,745
Aggregate Contract Amount	$ 3,042,745

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset? This project is partially funded by a DNA Capacity Enhancement Grant and the Sheriff's Narcotic Forfeiture Fund.
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. When fully implemented, this application will be accessed by over 200 State, Federal, and local law enforcement agencies that use the services of the Sheriff's Scientific Services Bureau.
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Sheriff's FY 2008-09 Business Automation Plan.

Strategic Alignment:

Yes	No	Question
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The proposed system utilizes web-based technology and an integrated SQL database.
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This Agreement will allow the Sheriff's Department to replace three legacy systems with an integrated system to support the Department's annual evidence, property and lab tracking processes for approximately 850,000 pieces of evidence and property. The Property, Evidence and Lab Information Management System (PRELIMS) Agreement spans a total of six months and five years (six-month implementation and five years of maintenance). When fully implemented, PRELIMS will eliminate redundant data entry and provide a single repository to access information about the status and location of property and evidence, including the access to laboratory examination results.

Background:

In July 2007, the Sheriff's Department issued a Request for Proposal for PRELIMS and the vendor, Porter Lee Corporation (Porter Lee), was selected in December 2007, based on their qualifications and experience in implementing property and evidence systems at large law enforcement agencies. In addition, Porter Lee was the only vendor that proposed an integrated solution for property evidence and lab information tracking.

Project Justification/Benefits:

PRELIMS will replace three disparate legacy systems for managing the tracking of property and evidence with an integrated system that will include a module for capturing and tracking laboratory examination results. This will enable the Sheriff's Department to manage the complete Chain-of-Custody record and significantly improve access to the status and location of such property and evidence. In addition, PRELIMS' online access to property and evidence status information, will allow the Department to more effectively allocate its laboratory resources to increase its capacity to process evidence.

Project Metrics

The Statement of Work for the proposed fixed-price deliverables based Agreement clearly defines the implementation deliverables, as well as the terms and conditions of the Maintenance Agreement.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

The PRELIMS project will enhance the integrity of the property and evidence Chain-of-Custody and allow the Sheriff's Department to more effectively allocate its laboratory resources to examine and process evidence. If this Agreement is not approved, the Sheriff's Department may have to expend other resources to upgrade its legacy systems and will not be able to capitalize on this opportunity to improve its capacity to accommodate its increasing backlog of lab requests.

Alternatives Considered:

The solutions proposed by the other vendors were not integrated and the vendors did not meet the minimum qualifications for similar implementations at large law enforcement agencies.

Project Risks:

There is minimal project risk since this is a fixed-price Agreement with a 20% withhold to be released only upon final acceptance of the system.

Risk Mitigation Measures:

Adequate mitigation measures have been established in the Agreement and the Statement of Work.

Financial Analysis:

The total Agreement amount of $3,042,745, which is funded by NARCO Forfeiture Funds, DNA Capacity Enhancement Grant, and Department General Funds, is comprised of the following:

Software license and Implementation Services	$ 1,863,300
Maintenance for five (5) Years	$ 733,000
Contingency Funds	$ 446,445
Total Cost	**$ 3,042,745**

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action and recommends Board approval.

CIO APPROVAL

Date Received: 4/1/2008

Prepared by: Peter Goo

Date: 4/3/2008

Approved: [signature]

Date: 4/3/2008

P:/DRAFTS/CIO Analysis Sheriff - PRELIMS