



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



January 24, 2023

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 January 24, 2023

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

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

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Four (Amendment) to extend Agreement Number 42201 (Agreement) with Dataworks Plus, LLC (Dataworks) for continued maintenance and support services (Services) of the Department's Digital Mugshot System, known as Los Angeles Photo Manager (LAPH) system.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and sign the attached Amendment to the Agreement with Dataworks to, among other things, (1) extend the Term of the Agreement for two years, beyond the current expiration date of February 7, 2023, and (2) increase the Maximum Contract Sum by \$1,046,255.58.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days written notice following the Department completing the solicitation and selection process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

This Amendment is necessary to ensure the continued operation of the LAPH system while the Department conducts an RFP for a replacement system. The Department anticipates posting a solicitation in early 2023.

The LAPH system is proprietary to Dataworks. Dataworks does not license, certify, nor otherwise endorse any third party to maintain its proprietary technology.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The cost for the proposed extension term is \$1,046,255.58 and increases the Maximum Contract Sum to \$5,682,962.52.

The Agreement is funded in whole by the Automated Fingerprint Identification System (AFIS) fund at zero-net-cost to County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

On November 17, 2014, ISD executed a PO on behalf of the Department to upgrade the LAPH software, add a Cal-Photo XML interface, add case management software with pose correction, and provide a mobile gateway solution to allow LAPH system access using mobile devices. The Agreement requires Dataworks to be in compliance with all Board and County Chief Executive Office requirements.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined the recommended actions do not include any new IT items that would necessitate a formal written CIO Analysis.

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

CONTRACTING PROCESS

On February 8, 2015, your Board authorized the Sheriff to enter into Sole Source Agreement 42201 with Dataworks to provide continuing proprietary maintenance and support services to the County's digital mugshot system.

On July 7, 2022, the Department submitted to your Board, an advance notification of its intent to enter into negotiations for a Sole Source Amendment to extend the Agreement with Dataworks.

The Department has targeted the first calendar quarter of 2023 to release a Request for Proposals to purchase a replacement digital mugshot system, as well as ongoing services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for, and uninterrupted operation of, the Department's Digital Mugshot System.

The Honorable Board of Supervisors
January 24, 2023
Page 4

CONCLUSION

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

Sincerely,

Reviewed by:



ROBERT G. LUNA
SHERIFF



PETER LOO
INTERIM CHIEF INFORMATION OFFICER

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

This Amendment Number Four (Amendment) to Agreement Number 42201 (Agreement) is entered into by and between County of Los Angeles (County) and Dataworks Plus, LLC (Contractor), effective upon earliest execution by either party hereto.

- A. WHEREAS, on January 27, 2015, County and Dataworks Plus, LLC (Dataworks) entered into the Agreement for Digital Mugshot System Maintenance and Support Services for the Term of February 8, 2015 through February 7, 2019; and
- B. WHEREAS, on January 29, 2019, County and Contractor entered into Amendment Number One to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2019, through February 7, 2021, plus two one-year Option Terms, (2) increase the Maximum Contract Sum of the Agreement, (3) update Exhibit C (Price Sheet and Equipment List) of the Agreement, (4) revise County-mandated provisions regarding the GAIN/GROW Program, Assignment by Contractor, Quality Assurance Plan, Safely Surrendered Baby Law, and Local Small Business Enterprise (SBE) Preference Program, (5) add the County-mandated provisions regarding Technology Errors & Omissions Insurance, Privacy/Network Security (Cyber) Liability, Default Method of Payment: Direct Deposit or Electronic Funds Transfers, County's Zero Tolerance Policy on Human Trafficking, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity, and (6) add Exhibit S, Compliance with Fair Chance Employment Hiring Practices Certification, to the Agreement; and
- C. WHEREAS, on January 26, 2021, County and Contractor entered into Amendment Number Two to (1) extend the Term of the Agreement for the first one-year Option Term from February 8, 2021, through and including February 7, 2022, (2) update the County-mandated provision regarding Insurance Coverage, and (3) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s).
- D. WHEREAS, on February 15, 2022, County and Contractor entered into Amendment Number Three to (1) extend the Term of the Agreement for the second one-year Option Term from February 8, 2022, through and including February 7, 2023, (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List, and (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel.
- E. Whereas the Agreement will expire on February 7, 2023; and

78916, Supplement 1

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

- F. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2023 through February 7, 2025, (2) increase the Maximum Contract Sum by \$1,046,255.58 from \$4,636,706.94 to \$5,682,962.52, (3) update the County-mandated provisions regarding Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, Notice to Employees regarding the Safely Surrendered Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (4) update Exhibit C (Price Sheet and Equipment List) of the Agreement.

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

1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through February 7, 2025.

7. TERM

7.1 The Term of this Agreement will commence February 8, 2015, and must terminate on February 7, 2025, unless terminated earlier in whole or in part, as provided in this Agreement.

7.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an extension option.

7.3 Contractor must notify the Department when this Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

2. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$1,046,255.58 from \$4,636,706.94 to \$5,682,962.52 for the additional two-year period:

8.2 Maximum Contract Sum

The Maximum Contract Sum under this Agreement will be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including an

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

allocation of \$460,000 in contingency funds, to cover System-related professional services requested by County and other exclusions identified in Section 21.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement. The Maximum Contract Sum for this Agreement, including such contingency funds and applicable taxes authorized by County hereunder, may not in any event, expressly or by implication, exceed \$1,046,255.58, and must be allocated as set forth in Exhibit C (Price Sheet and Equipment List) of this Agreement. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of this Agreement.

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

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

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

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

49.2 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees and must require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of the Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

4. Section 67.0 (Compliance with Fair Chance Employment Practices) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

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

8.10 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

5. Exhibit C (Price Sheet and Equipment List) to the Agreement is deleted in its entirety and replaced with revised Exhibit C (Price Sheet and Equipment List, amended and restated under Amendment #4 as of 02/08/23) to add the additional two-year period.
6. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement will remain the same and in full force and effect.
7. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

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



COUNTY OF LOS ANGELES

By: *Jamie Hahn*
Chair, Board of Supervisors

**ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS**
By: *LaChelle Smitheman*, Deputy
1/24/2023

DATAWORKS PLUS, LLC
Signed: *Todd Pastorini*
Printed: Todd Pastorini
Title: VP/General Manager
Date: 11/16/2022

78916, Supplement 1

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By: *Cammy C. DuPont*
CAMMY C. DUPONT
Principal Deputy County Counsel

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

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By: *LaChelle Smitheman*
Deputy

1/24/2023

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 JAN 24 2023

Celia Zavala

CELIA ZAVALA
EXECUTIVE OFFICER

EXHIBIT C
 PRICE SHEET AND EQUIPMENT LIST
 (Amended and Restated Under Amendment #4 as of 02/08/23)

Original Agreement					
Maintenance and Support Cost		Year 2	Year 3	Year 4	Total 4 Year Cost
	Feb 8, 2015 - Feb 7, 2016	Feb 8, 2016 - Feb 7, 2017	Feb 8, 2017 - Feb 7, 2018	Feb 8, 2018 - Feb 7, 2019	
Current Equip Configuration	\$ 251,492.15	\$ 252,070.57	\$ 252,070.57	\$ 252,070.57	\$ 1,007,703.86
Upgrade Equip/SW Milestone 1	\$ -	\$ 122,100.00	\$ 133,200.00	\$ 133,200.00	\$ 388,500.00
Upgrade Equip/SW Milestone 2	\$ -	\$ 66,600.00	\$ 88,800.00	\$ 88,800.00	\$ 244,200.00
Total Yearly Cost	\$ 251,492.15	\$ 440,770.57	\$ 474,070.57	\$ 474,070.57	\$ 1,640,403.86
Contingency Fund					\$ 460,000.00
Original Maximum Contract Sum					\$ 2,100,403.86

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

Amendment #4			
Maintenance and Support Cost	Year 1 (2/8/23-2/7/24)	Year 2 (2/8/24-2/7/25)	Total 2 Year Cost
Price Per Year:	\$ 523,127.79	\$ 523,127.79	\$ 1,046,255.58
Amendment #1 Maximum Contract Sum:			\$ 4,636,706.94
Amendment #4 Maximum Contract Sum:			\$ 5,682,962.52

Time-and-Material Rate:

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

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

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

Equipment/software Acceptance Date: 5/6/2014

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FOUR as of 02/08/23

Page 2 of 4

EQUIPMENT LIST

Hardware purchased from DataWorks Plus (DWP) Job Number 15-00145:

One Dell N4032F Networking Switch

- Service Tag: F17Q0Z1

Three Dell PE R730xd 2.3GHs Servers

- Service Tags: 95CCB42, 9QTHB42 9MZHB42

One Dell PowerVault MD3600i

- Service Tag: 2SRQB42

One Dell N4064 Networking Switching

- Service Tag: 9W0Q0Z1

One Dell KMM Console

- Serial Number: 0040335246

Four Dell PowerEdge R630 2.3GHz Servers

- Service Tags: B2YKB42, B2YNB42, B2YMB42, B2YLB42

One Dell KVM Switch

- Serial Number: 0510209228

Hardware purchased from DWP Job Number 18-01329:

Four Dell PowerEdge R640 Servers

- Service Tags: J13XH63, J13ZH63, J13YH63, J140J63

Digital PhotoManager™/NIST Manager Plus™ Application Server Software:

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

Backup Server Processing Software:

- Digital PhotoManager™/NIST Manager Plus™ Standby SQL Server Application Software
- Microsoft Windows Enterprise Server 2012
- Microsoft SQL Server 2012 Standard Edition

Facial Recognition Server:

- Microsoft Windows Enterprise Server 2012
- Face Plus Server Edition using the Cognitec engine
- Mobile Face Recognition
- Face Recognition Watchlist

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FOUR as of 02/08/23

Page 3 of 4

Tattoo Recognition Server:

- Tattoo Matching Server Edition

Composite Drawing Server with Dual Processor:

- Microsoft Windows Enterprise Server 2012
- Faces 4.0 Composite drawing software for 25 Concurrent connections
- Microsoft Terminal server 25 connections

Interfaces:

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

DWP Job Number 14-00927:

Facial Recognition Upgrade

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

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
AMENDED AND RESTATED UNDER AMENDMENT NUMBER FOUR as of 02/08/23

Page 4 of 4

- LOCAL AFIS Interface Protocol
- RAPID-ID Software for current LACRIS Bluecheck Deployment (4,000 Units):
DataWorks Plus' RAPID-ID Software includes the device server access, license, and user documentation.

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

Continued maintenance and support services for the Department's use of a proprietary Digital Mugshot System.

2. Why is the product needed? – How will it be used?

The maintenance and support services are necessary for the continued use of the DataWorks Plus, LLC's Digital Mugshot System (the "System") while the Department completes the solicitation process for a successor contract.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

Both the services and System are proprietary to DataWorks Plus, LLC.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

Not applicable.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Not applicable.

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

The Services are proprietary.

- 7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

Not applicable.

- 8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date