



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 17, 2024

60 December 17, 2024

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

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FIVE
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 Five (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 (DMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with DataWorks to, among other things, (1) extend the Term of the Agreement for two years, from February 8, 2025, through and including February 7, 2027, and (2) increase the Maximum Contract Sum by \$941,655.58 for a Maximum Contract Sum not to exceed \$6,624,618.10.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

2. Delegate authority to the Sheriff, or his authorized designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days written notice following the successful implementation of the successor system.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

The DMS is proprietary to DataWorks. DataWorks does not license, certify, nor otherwise endorse any third party to maintain its proprietary technology.

Approval of the proposed Amendment will ensure the continued operation of the DMS while the Department completes the solicitation process for a successor contract as well as allow the awarded contractor to successfully implement the replacement system. The Department anticipates the new system reaching Final Acceptance in mid-2026.

On July 11, 2024, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations to extend the Agreement. The Agreement expires on February 7, 2025.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection, and Security: Support and invest in innovative practices, crime prevention resources, and infrastructure to provide protection and security.

FISCAL IMPACT/FINANCING

The cost for the proposed Amendment is \$941,655.58 and increases the Maximum Contract Sum to \$6,624,618.10.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 8, 2015, the 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 DMS.

A Request for Proposals was released on February 16, 2024, to procure a replacement digital mugshot system. The Department is currently in the evaluation phase of the solicitation and anticipates selecting a contractor in early 2025.

DataWorks is in compliance with all Board and 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

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,



ROBERT G. LUNA
SHERIFF

Reviewed by:



PETER LOO
CHIEF INFORMATION OFFICER

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

This Amendment Number Five (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 T, 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 second 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 first 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. WHERAS, on January 24, 2023, County and Contractor entered into Amendment Number Four 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

78916, Supplement 2

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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.

- F. WHEREAS, the Agreement will expire on February 7, 2025; and
- G. WHEREAS, County and Contractor agreed to (1) extend the term of the Agreement from February 8, 2025, through February 7, 2027, (2) increase the Maximum Contract sum by \$941,655.58 from \$5,682,962.52 to \$6,624,618.10, (3) update the County-mandated provisions regarding Termination for Improper Consideration, Consideration of Hiring GAIN/START Participants, Background and Security Investigations, and Public Records Act, (4) add the County-mandated provisions regarding Compliance with County's Women in Technology Hiring Initiative and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, (5) update Exhibit C (Price Sheet and Equipment List) of the Agreement, and (6) add Exhibit T (Contribution and Agent Declaration Form) to the Agreement.

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

- 1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through February 7, 2027.

7. TERM

- 7.1 The Term of this Agreement will commence February 8, 2015, and will terminate on February 7, 2027, 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.

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DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

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 \$941,655.58 from \$5,682,962.52 to \$6,624,618.10 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 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 \$6,624,618.10, 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 7.0 (Termination for Improper Consideration) 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:

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 The County may, by written 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, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

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

26.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

26.1 Should Contractor require additional or replacement personnel after the effective date of the Agreement, Contractor must give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor must interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

5. Section 33.0 (Background and Security Investigations) 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:

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

33.1 Each of Contractor's staff performing services under the Agreement, who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background

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investigation will be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be removed immediately from performing services under the Agreement. Contractor must comply with the County's request at any time during the term of the Agreement. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

33.2 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

33.3 These terms will also apply to subcontractors of County Contractors.

33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

6. Section 51.0 (Public Records Act) 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:

51.0 PUBLIC RECORDS ACT

51.1 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 Section 41.0 (Records and Audits) of the Agreement; as well as those documents which were required to be submitted in response to the Sole Source process used for the Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary". The County will not in any way be liable or responsible for the disclosure of any

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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.

51.2 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 proposal marked "trade secret," "confidential," or "proprietary," 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.

7. Section 70.0 (Compliance with County's Women in Technology Hiring Initiative) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

70.0 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT Contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: ITProgram@isd.lacounty.gov.

8. Section 71.0 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

71.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to Government Code Section 84308, Contractor and its subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving the Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of the Agreement as determined in the sole discretion of the County.

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9. 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 #5) to add the additional two-year period.
10. Exhibit T (Contribution and Agent Declaration Form) is added to the Agreement.
11. 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.
12. 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 FIVE 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 Five 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 Five to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES



By: *Camryn Barger*
Chair, Board of Supervisors

DATAWORKS PLUS, LLC

Signed: *John Schwerin*

Printed: John Schwerin

Title: Director of IT/Project Director

Date: 11-7-2024

**ATTEST: EDWARD YEN
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS**

By *Maxine Oleveda*, Deputy
12/17/24

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Cammy C. DuPont
Digitally signed by Cammy C. DuPont
Date: 2024.11.07 13:55:32 -0800
CAMMY C. DUPONT
Principal Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

60 December 17, 2024

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

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

Edward Yen

EDWARD YEN
EXECUTIVE OFFICER

By *Maxine Oleveda*
Deputy 12/17/24

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
(Amended and Restated Under Amendment #5)

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

Amendment #5			
Maintenance and Support Cost	Year 1 (2/8/25-2/7/26)	Year 2 (2/8/26-2/7/27)	Total 2 Year Cost
Price Per Year:	\$ 470,827.79	\$ 470,827.79	\$ 941,655.58
Amendment #1 Maximum Contract Sum:			\$ 4,636,706.94
Amendment #4 Maximum Contract Sum:			\$ 5,682,962.52
Amendment #5 Maximum Contract Sum:			\$ 6,624,618.10

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 FIVE as of XX/XX/24

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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 FIVE as of XX/XX/24

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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 FIVE as of XX/XX/24

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- 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.

EXHIBIT T

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:
DataWorks Plus, LLC

a) If applicable, identify all subcontractors that have been or will be named in your contractors:

NONE

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

NONE

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

No Contributions have been made.

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

NONE

b) Subsidiaries:

CONTRIBUTION AND AGENT DECLARATION FORM

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

N/A

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of this contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

CONTRIBUTION AND AGENT DECLARATION FORM

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount
NONE		

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount
NONE			

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are NO additional pages attached to this Contribution Declaration Form.

COMPANY CONTRACTOR OR APPLICANTS

I, LISA COLE (Authorized Representative), on behalf of DataWorks Plus, LLC (Declarant Company), at which I am employed as Director of Business (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its contract or delays in the processing of the requested contract, license, permit, or other entitlement.

CONTRIBUTION AND AGENT DECLARATION FORM

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Lisa Cole

05/20/2024

Signature

Date

INDIVIDUAL CONTRACTOR OR APPLICANTS

I, Lisa Cole, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my contractor or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Lisa Cole

05/20/2024

Signature

Date

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?

A Request for Proposals (RFP) was released on February 16, 2024. The Department is currently in the evaluation phase of the solicitation and anticipates selecting a contractor in early 2025.

- 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.

Rene' Phillips

Chief Executive Office

11/08/24

Date