



County of San Diego

Department of Purchasing & Contracting
5560 Overland Ave, Ste 270
San Diego, CA 92123-1204
PH: (858) 505-6367 FAX: (858) 715-6452

* PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 510677 - 12
P.O.Type: BLANKET
Date: 21-JUN-16
Effective Date: 01-DEC-05 - 30-JUN-17
Not to Exceed: *\$2,787,442.19

Page : 1 of 3

Authorized By: VICTORIA BARBOZA
Phone No: 858-505-6361

SUPPLIER:

DATAWORKS+ INC
PO BOX 5340
GREENVILLE, SC 29606

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
ATTN: PAYABLES & SUPPLY UNIT
9621 RIDGEHAVEN CT
SAN DIEGO, CA 92123

SHIP TO:

SHERIFF DEPARTMENT
COMMUNICATIONS CENTER COC
5555 OVERLAND AVE STE 1911
SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER
OR AS OTHERWISE SPECIFIED BY THE ORDERING
DEPARTMENT

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 2

Quantity:	N/A	UOM:	DOLLAR	Unit Price:	1.00	Total Line Price:	\$	N/A
UNSPSC:	432300.0000	Item #:		Taxable:		(including Tax)		
Description:	DATAWORKS PLUS CANON S2 5.0 MEGA PIXEL (UP TO 2130 X 1704 NIST IMAGE) USB DIGITAL CAMERA SYSTEM AND INSTALLATION PER EXHIBIT 18.1 PRICING DETAIL PART II PAGE 102							

Line: 3

Quantity:	N/A	UOM:	DOLLAR	Unit Price:	1.00	Total Line Price:	\$	N/A
UNSPSC:	432300.0000	Item #:		Taxable:		(including Tax)		
Description:	\$150,170.92 FY 11/12 MAINT/SPT							

Line: 4

Quantity:	N/A	UOM:	DOLLAR	Unit Price:	1.00	Total Line Price:	\$	N/A
UNSPSC:	432300.0000	Item #:		Taxable:		(including Tax)		
Description:	UPGRADE OF MUGSHOTS SOFTWARE-VIRTUALIZED CONFIGURATION SERVICES PER ATTACHED QUOTE DATED 02/22/12. REQ 85620.							

Line: 5

Quantity:	N/A	UOM:	DOLLAR	Unit Price:	1.00	Total Line Price:	\$	N/A
UNSPSC:	432300.0000	Item #:		Taxable:		(including Tax)		
Description:	TAKE ME HOME PROJECT.							

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

AMENDMENT 1.
PHASE 1 - \$9,500.
PHASE 2 - \$4,000.
REQ 86634.

Line: 6

Quantity: N/A	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ N/A
UNSPSC: 432300.0000	Item #:	Taxable:	(including Tax)
Description: TAKE ME HOME PROJECT. AMENDMENT 1. PHASE 3 - \$10,000. PHASE 4 - \$15,500. REQ 86634.			

Line: 7

Quantity: N/A	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ N/A
UNSPSC: 432300.0000	Item #:	Taxable:	(including Tax)
Description: CAMERA UPGRADE INSTALLATION PROJECT. AMENDMENT 1. CAPTURE STATIONS - \$24,500. REQ 87173.			

Line: 9

Quantity: N/A	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ N/A
UNSPSC: 432300.0000	Item #:	Taxable:	(including Tax)
Description: ASP INTERFACES FROM DIGITAL PHOTOMANAGER WITH NETRMS FOR \$2,850.00. ASP INTERFACES FROM DIGITAL PHOTOMANAGER WITH COGENT AFIS FOR \$3,500.00. AMENDMENT 2. REQ 90681.			

Line: 12

Quantity: N/A	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ N/A
UNSPSC: 432300.0000	Item #:	Taxable: NO TAX	(including Tax)
Description: AUTOMATED MUGSHOT ID SYSTEM: MAINTENANCE AND SUPPORT AGREEMENT. 24X7 SOFTWARE AND HARDWARE SUPPORT. REFERENCE AMENDMENT 4. REQ 99698.			

* **Line: 14**

Quantity: N/A	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ N/A
UNSPSC: 432300.0000	Item #:	Taxable:	(including Tax)
Description: *AUTOMATED MUGSHOT ID SYSTEM: MAINTENANCE AND SUPPORT AGREEMENT. 24X7 SOFTWARE AND HARDWARE SUPPORT. REFERENCE AMENDMENT 6. REQ 111154			

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

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2. Affirmative Action. If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
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11. Force Majeure. Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
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COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

P.O. Number-Rev: 510677 - 12
P.O.Type: BLANKET
Date: 21-JUN-16
Effective Date: 01-DEC-05 - 30-JUN-17
Not to Exceed: \$2,787,442.19
Authorized By: VICTORIA BARBOZA
Phone No: 858-505-6361

Page : 3 of 3

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Acceptance: By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
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16. Patent Indemnity. Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. Sales and Use Tax. On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. Termination For Cause - Cancellation. The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. Termination For Convenience. The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. Warranty. Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. Disallowance. In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 510677 AMENDMENT NO. 6

To DataWorks, LLC. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Automated Mugshot Identification System

Effective Date: Date signed by the Director of San Diego County Department of Purchasing and Contracting

Description of Contract Change(s) and/or Work To Be Done:

1. Pursuant to Section 19.2-Term/Renewal of Maintenance Services, County is exercising its option to extend the contract term through June 30, 2017.
2. Pursuant to Section 15.3-Change Order Request, modify Exhibit 1.34-Statement of Work to add a change order for the below work:

Annual Maintenance for software and camera hardware 24x7; to include annual on-site visits for twenty-five sites to perform preventative maintenance and refresher training (Term: 7/1/16 – 6/30/17) in accordance with the attached Maintenance and Support Agreement signed on May 3, 2016 by the Contractor for a price of \$161,069.22.

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein, and will accept as full payment an estimated increase of \$161,069.22, for an Fiscal Year 2016 – 2017.

Contract time for completion adjusted as amended.

Revised Contract Total Price is \$2,787,442.19.

DataWorks Plus, LLC

By: Jessica Mensing

Jessica Mensing, Manager Contracts Manager
DataWorks Plus, LLC
728 N. Pleasantburg Dr.
Greenville, SC 29607
Phone: (864) 672-6726

Date: 6-2-2016

**THIS AMENDMENT IS NOT VALID UNLESS SIGNED BY
THE DEPARTMENT OF PURCHASING AND
CONTRACTING.**

Department Review and Recommended Approval:

By: [Signature]

KEITH SPEARS, Contracts Manager
Sheriff's Department

Date: 6-2-16

APPROVED:

By: [Signature]

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 6/29/16

MAINTENANCE AND SUPPORT AGREEMENT

AGENCY: County of San Diego
5555 Overland Ave
Building 12, MS-0314
San Diego, CA 92123

Term Effective **Start: 7/1/16** **End: 6/30/17**

PAYMENT TERMS: **NET 30**

24X7 SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$161,069.22)

- 8 hour On-site with 4 hour Critical Response - **See Section 5.8**
- Remote Dial-in Analysis
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Overnight Shipping for Defective HARDWARE with Remote Installation Assistance
- Free yearly account call review upon request

8 hour On-site with 4 hour Critical Response for Sites listed in Hardware Related Services:

- **COST: \$7,662.40**

Hardware: Purchased in 2011 – FINAL YEAR OF HARDWARE COVERAGE

Forty-one (41) Canon Digital Rebel T1i Camera Kits:

- Canon Digital Rebel T1i Camera
- Canon ACKE5 Power Supply
- USB A/Mini-B Cable

Forty-one (41) Panner Kits: Purchased in 2005

- Panner A/C Supply
- Panner Cable

Two (2) Tripods

Twenty (20) Floor Foot Prints

Nine (9) APC BE325 Surge/UPS (for Camera)

Nine (9) USB Hubs

Eight (8) Track Lighting System Kits which Includes:

- Liton 4' Track
- Liton Flood Fixture (3)
- Liton Power Connector
- One (1) Tripod
- Six (6) Camera Mounting Boxes w/ Bolt
- One (1) Mounted 4' X 4' Formica Backdrop
- Seven (7) 4' x 8' Formica Backdrops

Software: (Capture HW/SW annual maintenance costs: **\$116,607.96**)

- Digital PhotoManager™ Server Edition Software: Interface and Backup Solutions
- Forty-four (44) Digital PhotoManager™ Client Edition Software: Interface and Backup Solutions
- WebWorks™ Main Clustered Server Software and Licenses
 - WebWorks™ Plus – 50 Concurrent Licenses
 - WebWorks™ Express – Unlimited User Licenses

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866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

- MQ Series Interface
- JIMS Interface
- BadgeWorks Client Edition Software
- TMH Services (Annual maintenance costs: **\$5,460.00**)
 - Tattoo Matching Server Edition Software (Annual maintenance costs: **\$2,800.00**)
- ASP Interfaces from Digital PhotoManager™ with netRMS and Cogent AFIS (Annual maintenance costs: **\$889.00**)

Facial Recognition Software: (Annual maintenance costs: **\$27,649.86** year)

- FACE Plus Server Edition Software
- Facial Recognition – 2,000,000 Image Templates
- FACES Composite Drawing Application – 25 User Licenses

Disclaimer for all Customers using Windows XP:

Please note, Microsoft has ceased support for Windows XP as of April 8th, 2014. For more information regarding this, please see their website as follows:

<http://windows.microsoft.com/en-US/windows/products/lifecycle>

For quotes regarding upgrading your Operating System for DataWorks Plus products, please contact tpastorini@dataworksplus.com.

1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The ***County of San Diego*** can contact Technical Support using either of the following options:
 - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: ***support@dataworksplus.com***
 - Customers can also generate web-based support tickets by visiting:
www.dataworksplus.com/support.
- 1.2 The ***County of San Diego*** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the ***County of San Diego*** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The ***County of San Diego*** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the ***County of San Diego*** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the ***County of San Diego***, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the ***County of San Diego***.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the ***County of San Diego***, provide all enhancements, additions and updates to the SOFTWARE. The ***County of San Diego*** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the ***County of San Diego's*** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. COUNTY OF SAN DIEGO'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates. The ***County of San Diego*** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the ***County of San Diego*** requires assistance,

DATAWORKS PLUS will assist the ***County of San Diego*** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

- 4.2 However, the ***County of San Diego*** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the ***County of San Diego***.
- 4.3 The ***County of San Diego*** is responsible for providing a backup solution and ensuring that backups are being conducted. The ***County of San Diego*** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)

- 5.1 DATAWORKS PLUS will, at no additional expense to the ***County of San Diego***, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the ***County of San Diego***.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the ***County of San Diego***, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the ***County of San Diego*** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.
- 5.6 DATAWORKS PLUS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the ***County of San Diego***, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from

DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

- 5.8 **NOTE:** 4 hour response time will be provided to the **County of San Diego** when there is a complete system failure at critical sites: Photos & data cannot be taken or entered on any of the Capture Stations within the facility. Critical sites include: SDCJ (4 stations), LCDF (2 stations), VDF (3 stations), EMJDF (1 station), & Juv Hall (1 station). The **County of San Diego** along with DATAWORKS PLUS will maintain a Spare Capture Station that can be easily swapped out if and when a Capture Station fails. This spare will be stored at the **County of San Diego**. The **County of San Diego** will maintain Dell Gold Support on all other PC's and Servers not purchased from DATAWORKS PLUS.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **County of San Diego**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

BILLABLE RATES

(Outside the scope of a current Maintenance and Support Agreement)

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

9. CONTRACT CANCELLATION:

- 9.1 The **County of San Diego** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **County of San Diego** at a pro-rated amount.

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

****See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.**

If the County of San Diego requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

DATAWORKS PLUS

County of San Diego

Federal ID: 57-1104887

Name: Jessica Mensing

Name: _____

Jessica Mensing

Signature: _____

Signature: _____

Title: _____

Date: May 3, 2016

Date: _____

Invoice: TBD

PO#: _____

ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

ADDENDUM B- REFERENCE ONLY

**DATAWORKS PLUS
Non-Customer Time and Materials Information Sheet**

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

**BILLABLE RATES
(Without a Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

Agency Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____

PO#: _____