



COUNTY PURCHASING DEPARTMENT

901 Leopard Street, Room 106, Corpus Christi, TX 78401 (361) 888-0426 FAX (361) 888-0458

Date: April 1, 2015
To: Commissioners Court
From: Elsa N. Saenz, Purchasing Agent *ES*
Subject: Sole Source

In compliance with Texas Local Government Code Chapter 262.024(a)(7)(d), please accept this as confirmation that the purchase of the maintenance and support agreement is a sole source from DataWorks Plus, LLC for the existing mug shot system, safe ID system and NIST finger print database system originally supplied by DataWorks Plus. Therefore the maintenance and support is compatible with the existing system (\$35,085)

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



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

MAINTENANCE AND SUPPORT AGREEMENT

AGENCY: Nueces County
901 Leopard Street
Corpus Christi, TX 78401

TERM EFFECTIVE: Start: 1/4/15 End: 1/3/16

PAYMENT TERMS: NET 30

24X7 SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$35,800.40)

- 24X7 Telephone Support: 2 Hour Response
- Remote Dial-in Analysis
- Free Remote SOFTWARE Updates During Normal Business Hours
- Overnight Shipping for Defective HARDWARE with Remote Installation Assistance
- Free yearly account call review upon request

Hardware purchased from DWP Job Number 13-00352:

Nueces Digital PhotoManager™ and SAF-ID/NIST Server (DWTXNUE101)

One (1) Dell PowerEdge R720 Rack Version Server (Service Tag: F6N5FX1)

- Intel® Xeon® E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C
- 16GB UDIMM, 1333 MHz, Low Volt, Dual Rank, x8
- PERC H710 Integrated RAID Controller, 512MB VV Cache
- Broadcom 5720 QP 1GB Network Daughter Card
- (4) 2.0 TB SATA Raid 5
- (2) 500GB SATA Raid 1
- Ready Rails w/ cable management arm

One (1) Canon T3 Camera

- Serial Number: 282074053543

Five (5) Crossmatch V320 Scanners with mounting bracket

- Serial Numbers: 1463713D13, 1463712D13, 1463701D13, 1463765D13, 1463764D13

Hardware updated by DWP in 2011:

Nueces Digital PhotoManager™ and SAF-ID/NIST Workstation Class Machine acting as a Back-up Server:
(DWPNU401)

One (1) Dell T3500, Service Tag: GHGRWW1

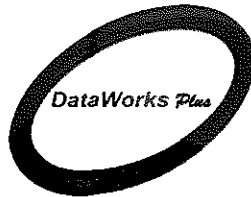
Hardware purchased from DWP Job Number 10-271 (Maintenance Costs: \$6,600.00 year) FINAL YEAR OF COVERAGE

One (1) Dell PE R410 Rapid ID Server: (DWPTXNUE501 – S/N; 20D61Q1)

- Intel Xeon E5630 2.53GHz Processor
- 4GB RAM
- Windows Server 2008 R2
- RAID 1
- 2x250GB Hard Drives
- Redundant Power Supply
- Rail Kit
- DVD-ROM Drive

Ten (10) Motorola MC-75 Single Finger Capture, Camera, and Barcode Reader Devices

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- Device Serial Numbers: 11039522500523, 11039522500524, 11039522500525, 11039522500527, 11039522500529, 11039522500532, 11039522500534, 11039522500537, 11039522500540, 11041522500651
- Fingerprint Attachment Serial Numbers: 10050208000313, 10050208000345, 10050208000454, 10050208000571, 10120208000174, 10120208000184, 10120208000204, 10120208000212, 10120208000220, 10120208000470
- Charging Cradle Serial Numbers: 10228522501489, 10262522500820, 10272522501126, 10272522501128, 10272522501163, 10272522501168, 10272522501177, 10272522501209, 10272522501213, 10272522501757

Interface purchased from DWP Job Number 11-066 (Maintenance Costs: \$630.00 year)
One XML Interface

Hardware purchased from DWP Job Number 07-139 (Maintenance Costs: \$70.00 year)
One (1) LCD Signature Capture Pad

Hardware purchased from DWP Job Number 12-01580

One (1) Dell Precision T3500 Retrieve Workstation: ID Section (DWTXNUE601 – S/N; JF447V1)

- Dual Core Intel Xeon W3503 2.40GHz
- Entry Level Quietkey Keyboard
- (2) 500GB SATA IDE
- 4GB, 1066MHz, DDR3 SDRAM
- 10/100- Base T Network Card (on-board or NIC)
- 256MB ATI FireMV 2260
- 16X DVD-ROM
- PCIe NIC
- 21" Dell Wide Monitor
- Audio (on-board or sound card)
- Firewire Card
- Keyboard
- Mouse

One (1) Canon Digital Rebel T3 Camera Kit

One (1) Prinz Panner Kit

Covered Software:

One (1) NIST Manager Application Server Software – Includes:

- Windows 2000 Server with 10 CAL
- Includes SQL 2012 Server with Unlimited CAL
- Two (2) NistWorks™ Plus Concurrencies

One (1) NIST Manager Print Server Software

One (1) WebWorks Plus™

One (1) SAF-ID™ Server Edition

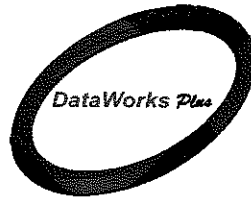
- Extraction module
- Quality control module

Digital PhotoManager™ Mugshot Retrieve Station Software w/SAF-ID™

Digital PhotoManager™ Mugshot Capture Station Software

One (1) AWARE Software

Canon Controller/Face Finder Software Kit



1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The ***Nueces County*** 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 ***Nueces County*** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the ***Nueces County*** 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)

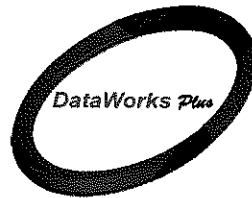
- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The ***Nueces County*** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the ***Nueces County*** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the ***Nueces County***, 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 ***Nueces County***.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the ***Nueces County***, provide all enhancements, additions and updates to the SOFTWARE. The ***Nueces County*** 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 ***Nueces County's*** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

4. Nueces County'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 ***Nueces County*** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the ***Nueces County*** requires assistance, DATAWORKS



PLUS will assist the **Nueces County** 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 **Nueces County** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Nueces County**.
- 4.3 The **Nueces County** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Nueces County** 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 **Nueces County**, 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 **Nueces County**.
- 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 **Nueces County**, 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 **Nueces County** 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 **Nueces County**, 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.

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6. CONNECTIVITY:

6.1 DATAWORKS PLUS will provide upon request, at no additional expense to the **Nueces County**, one USB modem, modem SOFTWARE, and remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Nueces County** 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 **Nueces County**. 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)**

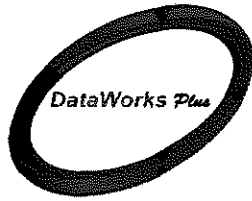
8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

9. CONTRACT CANCELLATION:

9.1 The **Nueces County** 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 **Nueces County** at a pro-rated amount.

9.2 Governing Law and Venue. This agreement has been executed and delivered in Nueces County, Texas and shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any dispute arising under the terms of this agreement, or for enforcement of the provisions of this agreement, is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

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****See Addendum A for information moving SOFTWARE licenses to new HARDWARE.**

If your Agency requires the CJIS security addendum documentation for our support staff, please contact Jessica Mensing and this will be sent at the earliest.

DATAWORKS PLUS

Nueces County

Federal ID: 57-1104887

Name: _____

Name: Jessica Mensing

Signature: _____

Signature: _____

Title: _____

Date: December 22, 2014

Date: _____

Invoice: TBD

PO#: _____

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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.