

July 26, 2018

Notice to Potential Proposers

**BULLETIN NUMBER 8
NOTICE OF REVISED
REQUEST FOR PROPOSALS 555-SH FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION**

This Bulletin Number 8 is being issued to notice potential Proposers that Request for Proposals (RFP) 555-SH for Criminal Booking System (CBS) Solution has been revised. **RFP 555-SH (Revised 07/26/2018)** has been modified as follows:

1. Paragraph 1.7.1.4 of Appendix A (Statement of Work) to the RFP is deleted in its entirety and replaced as follows:

Livescan devices are assembled and configured off-site at a Contractor-designated location within Los Angeles County or a neighboring county, at no additional cost to the County.

2. Exhibit B (Service Level Agreement) of Appendix A (Statement of Work) to the RFP has been deleted in its entirety and replaced with the revised Exhibit B, attached herein.
3. Number 2.5 (JIM Users) of Exhibit C (System Interfaces) of Appendix A (Statement of Work) to the RFP has been deleted in its entirety from the exhibit.
4. Requirement Numbers 2.4 and 28.9 of Appendix B (Minimum Solution Requirements), as revised in Bulletin Number 4, to the RFP have been deleted in their entirety and replaced, respectively, as follows:

The proposed Solution SHALL support Domain OS logon using a County-designated Active Directory Federation Services (ADFS) Authentication protocol.

The Solution SHALL meet all System Performance measurements specified in Exhibit C (Service Level Agreement), Schedule C.4 (Solution Performance Requirements).

5. Paragraph 20 (Termination for Default) of Appendix C (Required Agreement) to the RFP is deleted in its entirety and replaced as follows:

20. TERMINATION FOR DEFAULT

20.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

- (1) Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other Work within the times specified in this Agreement, including the finalized Project Plan or Project Schedule; or
- (2) Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
- (3) Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
- (4) Contractor in performance of Work under the Agreement fails to comply with the requirements of this Agreement, including but not limited to the Statement of Work and Exhibit C (Service Level Agreement); or
- (5) Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement.

Unless a shorter cure period is expressly provided in this Agreement, termination shall take effect if Contractor does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach.

Notwithstanding the foregoing, Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

20.2 If, after County has given notice of termination under the provisions of this Paragraph 20, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations

of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21 (Termination for Convenience).

20.3 The rights and remedies of County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. Schedule C.4 (Solution Performance Requirements) of Exhibit C (Service Level Agreement) of Appendix C (Required Agreement) to the RFP, not previously provided at the Mandatory Proposers' Conference, is now provided and attached herein.
7. Requirement Numbers 28.5 and 29.9 of Exhibit 16 (Solution Requirements Response), as revised in Bulletin 4, of Appendix D (Required Forms) to the RFP have been deleted in their entirety and replaced, respectively, as follows:

The Solution SHALL include terminal emulator functionality (i.e., TCP/IP) on the Livescan device(s), for sending/receiving messages to/from JDIC.

The Solution SHALL meet all System Performance measurements specified in Exhibit C (Service Level Agreement), Schedule C.4 (Solution Performance Requirements).

8. The phrase "Final System Acceptance" has been stricken from the following forms and replaced with "Final Acceptance":

Exhibit 16 (Solution Requirements Response) of Appendix D (Required Forms) as revised in Bulletin Number Four, page 28.

Exhibit 17 (Statement of Work Response Form) of Appendix D (Required Forms), page 334 of the RFP, posted on June 6, 2018.

Should you have questions, please contact Contract Analyst Sheri Davis at srdavis@lasd.org.

EXHIBIT B
SERVICE LEVEL AGREEMENT
FOR
CRIMINAL BOOKING SYSTEM (CBS)
SOLUTION

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1. GENERAL

This Exhibit B (hereinafter “SLA”) sets forth the scope of, and Contractor’s Service Level commitment regarding, the Operations, Maintenance, and Support services (OM&S) for the Solution, including, but not limited to, service levels which include System hosting, correction of Deficiencies, as well as warranties and County’s remedies for Contractor’s failure to meet the service level commitment specified herein. Capitalized terms used in this SLA without definition shall have the meanings given to such terms in the Base Contract.

2. SCOPE OF SERVICES

2.1 DESCRIPTION

Contractor shall provide Service Levels relating to OM&S services specified in the Base Contract and this SLA, as more fully described below.

- 2.1.1 Operation Services which are described as mean any goods and/or services to be provided by contractor under the agreement for handling the day-to-day system management for livescan devices at the county law enforcement locations, information technology (it) infrastructure (host/data center, client/desktop, connectivity/ network), including systems operation, administration, security, performance monitoring, technical diagnostics/troubleshooting, configuration management, system repair management and generation of management reports, and managing business continuation processes and technology assets.
- 2.1.2 Maintenance Services which are described as any goods and/or services to be provided by Contractor under the Agreement for maintaining the Solution, including but not limited to Software Updates, Hardware Upgrades, enhancements, corrections and other updates to the Solution, interfaces, performance, data security, reports and regulatory compliance, as further specified in the Statement of Work and the Service Level Agreement.
- 2.1.3 Support Services which are described as any goods and/or services to be provided by Contractor under the Agreement in support of the Solution, including but not limited to, updates, corrections, enhancements, customer support, interfaces, performance, data security, reports, and applicable regulatory compliance, and Work Orders with supporting documentation, as further specified in the Statement of Work and the Service Level Agreement.

2.2 DEFINITIONS

“**Active-Active**” shall have the meaning as described in Paragraph 4.4 (Business Continuity (Disaster Recovery)).

“**Authorized Contact**” shall mean and refer to any County personnel authorized to report Deficiencies and to coordinate provision of Support Services under this SLA.

“**Client Environment**” shall mean the Livescan Equipment and Solution Software installed at each Participating Agency.

“**Critical Deficiency**” shall mean a Deficiency of Severity Level 1, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“**Customer Support**” shall have the meaning specified in Paragraph 4.1 (Scope of Support).

“**Disaster**” shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Production Environments at the primary and secondary data centers, and requires Contractor to maintain an active-active Disaster Recovery Plan.

“Disaster Recovery” shall mean and refer to Contractor’s obligations described in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Disaster Recovery Plan”; **“DRP”** shall have the meaning specified in Paragraph 4.4 (Business continuity (Disaster Recovery)).

“Incident” shall mean a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level as required under this SLA.

“Low Deficiency” shall mean a Deficiency of Severity Level 4, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Maintenance Services” shall mean any goods or services provided under this Contract for maintaining the Solution, including but not limited to Solution equipment repairs and replacement, and Solution Software updates, corrections, enhancements and other Updates to the Solution, interfaces, system availability, data security and reports, as further specified in Paragraph 3 (Maintenance Services).

“Major Deficiency” shall mean a Deficiency of Severity Level 1 or Severity Level 2, as further described in Paragraph 5.2.2 (Problem Resolution Process).

“Moderate Deficiency” shall mean a Deficiency of Severity Level 3, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Response Time”, as such term applies to the System, shall mean the time elapsed for a transaction within the hosted gateway, as may be further specified in the Solution Requirements and this SLA.

“Response Time Baseline” shall mean the County specified baseline for Response Time, as described in Paragraph 5.3 (System Performance Requirements).

“Response Time Deficiency” shall mean System not responding within the prescribed Response Time Baseline, as further described in Paragraph 5.3(6) (System Performance Requirements Time Deficiencies).

“Scheduled Downtime” shall mean the period of time that the Solution cannot be accessed due to System scheduled maintenance, including but not limited to preventive maintenance, updates, upgrades, scheduled reboots and restarts, as further described in Paragraph 3.2 (System Maintenance).

“Service Credits” shall mean credits or any other form of discount to be applied to the applicable Service Fees for Contractor’s failure to timely resolve an Incident, or correct a Deficiency, as specified in this SLA, including System Unavailability exceeding the thresholds set forth in this Exhibit B.

“Severe Deficiency” shall mean a Deficiency of Severity Level 2, as further described in Paragraph 5.2.1 (Problem Correction Priorities).

“Severity Level” shall mean the applicable Deficiency severity level assigned to each Incident, for purposes of correcting Deficiencies, as described in Paragraph 5.2 (Resolution of Deficiencies).

“SLA” shall mean “Service Level Agreement” and refer to Contractor’s Service Level commitment regarding System Maintenance as required by the Contract and this Exhibit B,

including but not limited to Maintenance Services, Support Services, system hosting, and any Warranties specified herein.

“**Support Hours**” shall mean 365/366 days per year, 24 hours a day 7 days a week, with no exceptions made for holidays.

“**Support Services**” shall mean any goods or services provided under this Contract in support of the Solution, including but not limited to Customer Support, help-desk assistance, operational support, equipment repairs or replacement, updates, corrections, enhancements, interfaces, corrective measures, fixes, patches and System Performance and data security Deficiency corrections, updates to reports for meeting applicable regulatory compliance, as further specified in Paragraph 4.1 (Scope of Support).

“**System Availability**” shall have the meaning specified in Paragraph 5.3 (System Performance Requirements).

“**System Performance**” shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

“**System Performance Deficiency**” shall mean System not meeting any of the System Performance Requirements as specified in Paragraph 5.3 (System Performance Requirements).

“**System Performance Requirements**” shall mean the requirements for System Performance, including Paragraph 5.3 (System Performance Requirements).

“**System Unavailability**” shall have the meaning specified in Paragraph 6.2 (Service Credits).

“**Total Monthly Time**” shall mean all minutes during Support Hours in any calendar month, excluding Scheduled Downtime.

“**Unscheduled Downtime**” shall have the meaning specified in Paragraph 6.1 (General).

3. MAINTENANCE SERVICES

As part of System Maintenance, Contractor shall provide maintenance of the System including the provision of Updates (hereinafter “Maintenance Services”), as provided in this Paragraph 3.

3.1 SOLUTION MAINTENANCE

3.1.1 SYSTEM HARDWARE

As part of Maintenance Services, Contractor shall provide maintenance of the System Hardware components surrounding the System Software, including but not limited to all equipment and networking components. Contractor shall repair, upgrade or replace these System Hardware components during the term of the Contract to comply with the Solution Requirements and the warranties specified in this Contract and to support and be compatible with the System Hardware, including Livescan devices, and System Software including any Application Modifications provided by Contractor under the Contract.

3.1.2 LIVESCAN-RELATED EQUIPMENT AT THE PARTICIPATING AGENCIES

Contractor’s Maintenance Services shall include, at minimum, the following level of services. Contractor shall:

- Have their service technicians respond to equipment repairs or replacement services at the Participating Agencies, when required, within four (4) hours of notification by County [Catalina location eight (8) hours];

- Maintain a reserve hardware inventory totaling four (4) percent of deployment throughout the contract term, to facilitate hardware replacement in event of equipment failure;
- Provide equipment teardown, move and reconnect (TMR) services, during normal business hours and coordinated with LACRIS technicians, when such equipment requires relocation;
- Maintain inventory lists of all Livescan devices, peripherals, printer and other equipment located at the Participating Agencies, including at minimum:
 - Equipment at the component-level (e.g., Livescan PCs, printers, mugshot camera)
 - Component description, make, model, serial number, and software build number
 - Participating Agency name, address, contact phone number, site location, I/P address(es)

A. CENTRAL SERVER HARDWARE

Contractor's Maintenance Services shall include, at minimum, the following level of services for Hardware and server-related Software. Contractor shall:

- Proactively monitor Central Server operations at the primary and secondary data centers, including Interfaces, through automated monitoring tools, and report all Deficiencies to the LACRIS Help Desk
- Provide technical support to administer and operate the CBS Production Environments at the primary and secondary data centers, and CBS Test Environment. County and Contractor shall mutually agree upon Scheduled Downtime, which may be during the weekends in the early morning hours
- Provide CBS database uploads from the CBS Production Environment to the CBS Test environment, at least semi-annually
- Provide CBS Software solution backup (data and system configurations):
 - Hot backups daily of the CBS Production Environments at both the primary and secondary data centers;
 - Hot backups weekly of the CBS Test Environment at the primary data center
 - Cold backups monthly of all CBS Solution environments, for both the primary and secondary data centers, where Scheduled Downtime is required; and
 - Storing backup tapes off-site, for meeting disaster recovery provisions.
- Test at least annually during Scheduled Downtime, the failover from the primary to secondary data center and resolve all Deficiencies

3.1.3 APPLICATION SOFTWARE

Contractor shall provide Updates to the Application Software to keep current with Contractor's hosting technology standards, industry standards, compliant with Federal and California State mandates, Third Party Software upgrades, enhancements, updates, patches, bug fixes, etc., the Solution Requirements and as provided to Contractor's general customer base in accordance with this SLA, all in coordination with County's Project Manager. By definition, such Updates shall include, but not be limited to, enhancements, Version Releases and other improvements and modifications to the System Software, including Application Software.

Without limiting the other provisions of this Contract, including without limitation this SLA, such Updates shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor. Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date thereof. Contractor's provision and installation of such Updates to the Application Software shall be at no additional cost to County. Any Updates necessary to remedy security problems in the System (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such problems. County shall also be notified in writing within 24 hours of Contractor's knowledge of the existence of any intrusions or other security problems or breaches that may affect the integrity of the System data or any other County data, subject to the provisions of Paragraph 18 (Confidentiality and Security) of the Base Contract.

3.1.4 THIRD PARTY SOFTWARE

As part of Maintenance Services, Contractor shall provide maintenance of the Third Party Software operating the System Environment for the Solution, including but not limited to Operating Software, database software and other software installed in the Production Environments and Test Environment that is not Application Software. Contractor shall update, upgrade or replace these System Software components during the term of the Contract to comply with the Solution Requirements and the warranties specified herein and to support and be compatible with the Application Software including any Application Modifications provided by Contractor under the Contract.

Contractor shall provide Updates to the System Software to keep current with Contractor's hosting technology standards, industry standards, Updates to the Application Software and other Application Modifications, all in coordination with County's Project Manager.

Contractor shall provide automated software provisioning tools to perform remote software patches and install Version Releases, including security updates.

Contractor shall provide software configuration management tools for Solution Software configuration identification, at both the primary and secondary data centers for all CBS environments, and for all the Livescan devices at the Participating Agencies.

Furthermore, any Third Party Application that may be incorporated by Contractor, and shall become part of, the Application Software shall be subject to the same System Maintenance obligations and requirements as the Application Software components that are owned or are proprietary to Contractor.

3.1.5 ADDITIONAL PRODUCTS

Maintenance Services additionally include maintaining compatibility of the System Software with any Additional Products that may be acquired by County under this Contract as Optional Work, including Additional Software and Additional Hardware. Prior to the installation of any

Additional Product, or any update thereto, Contractor shall test and ensure such Additional Product's compatibility with the then current version of the System Software. Contractor shall all ensure that the System Software is compatible with the required or critical updates to Additional Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

3.1.6 CLIENT ENVIRONMENT

As part of Maintenance Services, Contractor shall maintain the System's compatibility with the Client Environment recommended and approved by Contractor by providing, among others, Updates to the System Software and upgrading the System Hardware during the term of the Contract and following any update and/or upgrade by County of such Client Environment.

3.2 SYSTEM MAINTENANCE

Unless agreed to otherwise in advance by County, Contractor shall provide all Maintenance Services, including installation of Updates, with no or minimal Scheduled or Unscheduled Downtime. If Unscheduled Downtime, Paragraph 6 (Remedies) of this SLA apply. In the event that System Maintenance is required, Contractor shall ensure that, during any such System Maintenance, the System Availability requirements of this Contract are met and that the CBS Solution is fully operational at Contractor's secondary redundant site.

4. SUPPORT SERVICES

4.1 SCOPE OF SUPPORT

Contractor's responsibilities for supporting the operation of the Solution (hereinafter "Support Services") shall include responding to problems reported and correcting Deficiencies as specified in this Exhibit B. As part of its Support Services, Contractor shall provide operational support for the Solution during the Support Hours, which shall include without limitation providing a point of contact for all Solution problems by maintaining a system for customer support ("Customer Support"). Such operational support shall include Support Services to correct any failure of the Solution and to remedy Deficiencies in accordance with Paragraph 5 (Correction of Deficiencies) to ensure that the Solution operates in accordance with the Specifications, including Solution Requirements, warranties and other requirements set forth in the Contract. Requests for Customer Support will be submitted by County's Authorized Contact (e.g. County Project Manager or designee(s) via telephone, email and/or Contractor's web-based customer support portal. In the event that the Contractor's web-based trouble ticketing system is not available to County, County may use any other reasonable means to request Customer Support. Customer Support shall respond with a plan for resolving each Deficiency and respond to County's Project Manager within the applicable required period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.

4.2 CUSTOMER SUPPORT

In addition to the Solution Requirements, Contractor's Customer Support Requirements shall also include but not be limited to the following:

- 1) County-designated technical support staff who provides First Level Support to the Participating Agencies shall have access to Contractor's Customer Support through the methods outlined in this SLA.

- 2) County shall have access to Contractor's Customer Support through the web-based trouble ticketing system or telephone. The trouble ticketing system shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Customer Support. The authorized County contacts will each receive an account and training on the ticketing system.
- 3) Contractor shall provide a toll-free telephone number for County staff to call at any time during Support Hours. This telephone number shall be managed by a live operator to quickly connect County staff with the appropriate Customer Support personnel.
- 4) Severity Levels for the Deficiencies shall be assigned according to definitions specified in Paragraph 5.2.1 (Problem Correction Priorities).
- 5) Contractor shall respond within the period specified in Paragraph 5.2.1 (Problem Correction Priorities) depending on the Severity Level of the Deficiency.
- 6) Contractor's web-based trouble ticketing system shall be made available to County at any time during Support Hours. Contractor shall advise County at least two weeks in advance when the ticketing system requires its scheduled maintenance.
- 7) Contractor's Customer Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies, keeping such County personnel informed regarding Solution updates and scheduled timeframes, to ensure that all maintenance windows are clearly communicated and the requirements of this SLA are met.
- 8) Contractor shall triage, diagnose and resolve all County-submitted Deficiencies based on severity and business impact. If Contractor proposes a solution for the Deficiency workaround, County may reevaluate and escalate or downgrade the Severity Level of such Deficiency. Contractor shall work with County to ensure that each service ticket case is documented and diagnosed properly. Each Deficiency shall be tracked in the Contractor's Customer Support ticketing system by:
 - a) Severity Level;
 - b) Date/time notified by County;
 - c) Name of Contractor's Service Technician(s) or Engineer(s);
 - d) Component (hardware-Livescan, hardware-Central Server, Software-Livescan, Software-Central Server) and, if applicable, sub-component (e.g., mugshot camera, livescan monitor);
 - e) LACRIS' assigned tracking number from its customer support ticketing system;
 - f) Description of problem including, if applicable, Solution Software version;
 - g) Root cause of problem;
 - h) Action taken to resolve issue and/or to prevent recurrence;
 - i) History of actions taken, including communications between Contractor and County, by Contractor and County personnel;
 - j) Date/time completed by Contractor and communicated to County.

- 9) Contractor shall proactively monitor all CBS Solution Software for security breaches, and report and coordinate resolution of any IT security breaches with both the LACRIS Help Desk and Department's Data Security Unit.
- 10) Contractor shall install all software security patches, no later than 90 calendar days, when notified by either the 3rd party software company or Department's Data Security.
- 11) Contractor's Project Manager shall meet with County's Project Manager on a regularly scheduled basis, minimally monthly. Meetings are in person at a County-designated location or via web-conferencing, as mutually agreed upon in advance by both parties. Contractor will provide County with activity information which, at minimum, includes:
 - a) Service ticket activity from the prior month, including the age of each open service ticket;
 - b) Listing of service tickets resolved from the prior month, including the time duration it took Contractor to resolve;
 - c) Summary of Scheduled and Unscheduled Downtime, and if appropriate by location; and
 - d) Database statistics.

Contractor shall provide meeting agendas, presentation materials, and minutes.

- 12) Contractor shall provide all Solution updates for keeping the Solution compliant with Federal (e.g., National Incident-Based Reporting System ("NIBRS"), FBI's Criminal Justice Information Services (CJIS)) and State mandates.
- 13) Contractor shall maintain all updates to the CBS Solution documentation, including computer-based training tools (i.e., streaming video)
- 14) Contractor shall provide refresher T3 type training of the Contractor's most recent CBS Solution build, annually when requested by County.
- 15) Contractor shall, at minimum annually, place CBS Solution software into Escrow, then coordinate with Escrow company all the required testing necessary to verify that the Solution software deposited is a working, fully executable application.
- 16) Deficiency correction, timeframes and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in Paragraph 5 (Correction of Deficiencies).
- 17) CBS Solution enhancement suggestions, initiated by either County or Contractor, shall be tracked using Contractor's Customer Support ticketing system. Contractor shall conduct a preliminary evaluation within thirty (30) days and update the ticket with that preliminary evaluation. Contractor shall use this information in product enhancement planning.

4.3 RESPONSE TIME MONITORING

Contractor shall be responsible for monitoring Response Time of the Solution to ensure compliance with the agreed upon Response Times shown in Exhibit G (Confidential Information) to Appendix A (Statement of Work) and any other applicable requirements specified in the Solution Requirements and this SLA.

Contractor shall perform Response Time monitoring at regular intervals and in sufficient detail to detect problems. Contractor shall provide County with direct access at any time to the data collected as a result Response Time monitoring. Whenever requested by County, Contractor shall provide County with reports and/or download that related-data along with all applicable documentation that may be necessary for County to independently monitor the Response Time of the System.

County reserves the right to periodically re-evaluate the Response Time Baselines or add/modify/delete Response Time requirements, to ensure that the Response Time of the System does not restrict or delay County's operations.

4.4 BUSINESS CONTINUITY (DISASTER RECOVERY)

As part of Support Services, Contractor shall also be responsible for Active-Active Disaster Recovery services and submission of a formal plan for Disaster Recovery ("DRP") as required by the provisions of Exhibit A (Statement of Work). Active-Active Disaster Recovery means: a network configuration of independent nodes with the ability to replicate the CBS Solution for near real-time and high availability across the primary and secondary data centers.

Contractor shall maintain and implement Active-Active Disaster Recovery and avoidance procedures to ensure that the System and the Solution provided hereunder are not interrupted during any Disaster. Contractor shall provide County with a copy of its current Disaster Recovery Plan and all updates thereto during the term of the Contract. All requirements of this Contract, including but not limited to those relating to security, personnel due diligence and training, shall apply to Contractor's Disaster Recovery site.

Contractor or County may declare an event a Disaster. Upon occurrence or declaration of a Disaster, Contractor shall provide the services outlined in the DRP. Contractor shall be subject to the following Service Level requirements as part of Active-Active Disaster Recovery, which shall be contained in and are incorporated into the DRP:

1. Contractor shall have complete responsibility for continuation of service and restoration of the System and the Solution.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System and the Solution.
3. County shall be able to logon to the Disaster Recovery site instantaneously after the declaration of the Disaster by County or Contractor.
4. Contractor shall have 100% capacity instantaneous of the declaration of the Disaster by County or Contractor.
5. Contractor's failure to make a declaration of a Disaster within one hour (1) hour shall result in an Incident and deemed Unscheduled Downtime.

5. CORRECTION OF DEFICIENCIES

5.1 IDENTIFICATION OF DEFICIENCIES

The Deficiencies under this Contract may be identified either as a result of Contractor's use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Customer Support for resolution in accordance

with this Exhibit B. Contractor shall keep County informed on all Deficiencies they have identified, and both parties shall mutually agree to assign the appropriate Severity Level to the Deficiency.

The Severity Level of a Deficiency shall be assigned according to the Severity Level definitions set forth in Paragraph 5.2.1 (Problem Correction Priorities). Based on Contractor’s proposed solution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Severity Level of the Deficiency pursuant to Paragraph 5.2.3 (Severity Level Adjustment).

5.2 RESOLUTION OF DEFICIENCIES

5.2.1 PROBLEM CORRECTION PRIORITIES

County will assign the Severity Level to each Deficiency reported by County to Contractor’s Customer Support. Contractor shall assign Severity Levels to Deficiencies discovered by its own problem monitoring system. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed “Response Timeframe” specified below and resolve each such Deficiency within the specified “Resolution Time”. Resolution Time for correction of Deficiencies shall start tolling when County first notifies Contractor of a Deficiency by telephone or otherwise as specified herein, including Contractor’s Customer Support, and shall end when County determines that the Deficiency has been resolved.

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	SERVICE RESPONSE TIMEFRAME	RESOLUTION TIME
1 – Critical	System is down (Unscheduled Downtime) or is practically down (e.g., extremely slow Response Time) or does not function at all, as determined by the County. There is no way to circumvent the problem; a significant number of County users are affected. A production business system is inoperable.	One (1) hour	Resolve incident or formulate reasonable workaround within four (4) consecutive hours
2 – Severe	A component of the Solution is not performing in accordance with the Specifications (e.g., slow Response Time), creating significant County business impact, its core functionality is not available or one of Solution Requirements is not met, as determined by the County.	Four (4) hours	Resolve incident or formulate reasonable workaround within eight (8) consecutive hours
3 – Moderate	A component of the Solution is not performing in accordance with the Specifications but there is a reasonable workaround; there are unexpected results, moderate or minor operational impact, as determined by the County.	One (1) day	Resolve incident within two (2) consecutive weeks

SEVERITY LEVEL	DESCRIPTION OF DEFICIENCY (ANY ONE OF THE FOLLOWING)	SERVICE RESPONSE TIMEFRAME	RESOLUTION TIME
4 - Low	This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Solution Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by the County.	Two (2) days	Next Version Release or six (6) months unless otherwise agreed to by County and Contractor

5.2.2 PROBLEM RESOLUTION PROCESS

For any Deficiency reported by County or discovered by Contractor, Contractor shall immediately commence corrective action. Contractor shall correct all Deficiencies within the Resolution Times specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Severity Level 1 or Severity Level 2 Deficiency (hereinafter “Major Deficiency”). County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a temporary workaround, as determined by County.

Contractor shall provide the best level of effort to correct all Deficiencies and, in particular, Deficiencies with Severity Level 1, Severity Level 2, or Severity Level 3, within the prescribed Resolution Times. In the event that Contractor fails to correct a Deficiency within the prescribed Resolution Time, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved and the resolution is approved by County’s Project Manager. The parties will jointly cooperate during this period of time.

5.2.3 SEVERITY LEVEL ADJUSTMENT

County may escalate or downgrade a Severity Level of a Deficiency if the Deficiency meets the definition of the Severity Level as escalated or downgraded. A Deficiency may also be escalated by County if the Deficiency persists or re-occurs, as determined by County’s Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Paragraph 5.2.1 (Problem Correction Priorities). Contractor may request a special exception to the above timeline where there are extenuating circumstances. The decision to provide an extension along with its appropriate timeline shall be made at the sole discretion of County’s Project Manager.

If a workaround may be provided by Contractor for a Deficiency, County and Contractor may agree to downgrade the Severity Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to escalate the Severity Level back to the original Severity Level or higher, as provided herein.

5.3 SYSTEM PERFORMANCE REQUIREMENTS

The System shall meet the System Performance Requirements specified below that are within Contractor’s control, including but not limited to those relating to System Response Time and System Availability, as further specified in this SLA, the Solution Requirements, and Appendix

C, Schedule C.4 (Solution Performance Requirements). All System Performance Deficiencies shall be deemed Severity Level 2 Deficiencies or higher for the purpose of the correction of Deficiencies and other County remedies.

SYSTEM PERFORMANCE CATEGORY	SYSTEM PERFORMANCE REQUIREMENT
System Availability	98.9%
Response Time	System Response Time Baseline(s) established and agreed upon prior to Go-Live.
Active-active Disaster Recovery	Pursuant to the provisions and requirements of Paragraph 4.4 (Business Continuity (Disaster Recovery))

The following criteria shall be applied with regards to System Performance Requirements:

1. “System Availability” shall be calculated in based on the formula set forth in Paragraph 6.2 (Service Credits).
2. System Response Time(s) shall be established using County required and Contractor supplied System Response Time measurement method, which is a component of the Solution. The System Response Time Baseline(s) shall be agreed upon and established before the System is able to reach Go-Live under the Statement of Work. System Response Time Baseline(s) may need to be established to address various System categories and periods of operations, to the extent applicable, including but not limited Business Hours, off-Business Hours, peak hours and reporting.

System Response Time measurements shall be calculated by averaging Response Time(s) for each of the established System Response Time Baseline measurement categories (see Appendix C, Schedule C.4 (Solution Performance Requirements)).

3. If the average System Response Time is greater than the System Response Time Baseline on six (6) occasions, for any of the periods of operation (see #2 above) within a Service Month, County shall notify Contractor using the Customer Support trouble ticketing system.
4. Contractor shall keep County informed of the progress of the System Response Time problem with the objective of providing a solution as quickly as possible.
5. Initial System Response Time Baseline(s) shall be established and agreed upon by the parties prior to Go-Live. County reserves the right to modify the System Response Time Baseline and/or measuring methods if County determines that the Solution is restricting or delaying County’s operations.
6. System Response Time Deficiency

A System Response Time Deficiency that fits the definition of a Major Deficiency shall be deemed to cause Unscheduled Downtime which shall begin to accrue after four (4) hours for Level 1, and after eight (8) hours for Level 2, and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below. In addition, any

unresolved Moderate Level 3 Deficiency by Contractor shall begin to accrue after thirty (30) days, and shall entitle County to assess Service Credits.

7. Active-Active Disaster Recovery

Any County observed Deficiency which may prevent Contractor from delivering DRP services to County in a timely manner and as minimally prescribed in Paragraph 4.4 above, shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Paragraph 6.2 (Service Credits) below.

6. REMEDIES

6.1 GENERAL

Credits shall accrue for Unscheduled Downtime and System Performance Deficiencies, including Contractor’s failure to meet the System Availability requirements and/or System or Service Response Time requirements (hereinafter “Service Credit(s)”). For purposes of assessing Service Credits and this Exhibit B, “Unscheduled Downtime” shall mean the total combined amount of time during any Service Month, measured in minutes, during which the System has a Major Deficiency in which exceeds the resolution time durations stated in 5.2.1 above, or any Moderate Deficiency that is unresolved by Contractor within thirty (30) days, excluding Scheduled Downtime.

6.2 SERVICE CREDITS

Without limiting any other rights and remedies available to County, either pursuant to this Contract, by law or in equity, County shall be entitled to Service Credits calculated based on the length of combined Unscheduled Downtime during any Service Month (hereinafter “System Unavailability”), as provided below.

SYSTEM AVAILABILITY (% OF SERVICE MONTH)	HOURLY UNSCHEDULED DOWNTIME RANGE / MONTH	SERVICE CREDITS (%OF MONTHLY FEE FOR APPLICABLE SERVICE MONTH)
98.9% < x < 100%	0:00 – 8:00 hours	None
97.9% < x < 98.9%	8:01 – 15:00 hours	5%
95.9% < x < 97.9%	15:01 – 29:00 hours	15%
93.9% < x < 95.9%	29:01 – 44:00 hours	35%
91.9% < x < 93.9%	44:01 – 58:00 hours	45%
89.9% < x < 91.9%	58:01 – 72:00 hours	50%
87.9% < x < 89.9%	72:01 – 87:00 hours	60%
85.9% < x < 87.9%	87:01 – 101:00 hours	75%
x < 85.9%	Beyond 101:00 hours	Fee Waived for that Month

For purposes of calculating Service Credits, “System Availability” percentage shall be calculated as follows:

System Availability = (Total Monthly Time – Unscheduled Downtime) ÷ Total Monthly Time

Example: 1,050 minutes of total Unscheduled Downtime during a 30-day Service Month.

$[43,200 - 1,050] \div 43,200 = 97.6\%$ System Availability, with 15% Service Credit

Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from County's payment due to Contractor.

SCHEDULE C.4
SOLUTION PERFORMANCE REQUIREMENTS
FOR
CRIMINAL BOOKING SYSTEM (CBS) SOLUTION

SCHEDULE C.4

SOLUTION PERFORMANCE REQUIREMENTS

Automated Booking Solution Module (ABSM)		
Item No.	TRANSACTION DESCRIPTION	RESPONSE REQUIREMENTS UNDER PEAK LOAD
1	Web application load time	Five (5) seconds maximum
2	Login	Five (5) seconds maximum
3	Search and display record	Ten (10) seconds maximum
4	Import/populate record to Livescan from ABS	Thirty (30) seconds maximum

Livescan LogIn Times		
Item No.	TRANSACTION DESCRIPTION	RESPONSE REQUIREMENTS UNDER PEAK LOAD
5	Login (password)	Six (6) seconds maximum
6	Login (biometric)	Five (5) seconds maximum

Livescan Application		
Item No.	TRANSACTION DESCRIPTION	RESPONSE REQUIREMENTS UNDER PEAK LOAD
7	Load time from application launch to login ability	Sixty (60) seconds maximum
8	Open a record to edit	Ten (10) seconds maximum
9	Compile NIST package, submit Transaction Record and NIST to respective systems	Thirty (30) seconds maximum

SCHEDULE C.4

SOLUTION PERFORMANCE REQUIREMENTS

Fingerprint Image Capture Times		
Item No.	TRANSACTION DESCRIPTION	RESPONSE REQUIREMENTS UNDER PEAK LOAD
10	Flat single (Requirement #23.1)	Two (2) seconds maximum
11	Rolled Images (Requirement #23.1)	Three (3) seconds maximum
12	Upper or Lower Palm (if not whole hand) (Requirement #23.1)	Three (3) seconds maximum
13	Whole hand (Requirement #23.2)	Six (6) seconds maximum
14	Time between images	One (1) second maximum

Mug Shot Camera		
Item No.	TRANSACTION DESCRIPTION	RESPONSE REQUIREMENTS UNDER PEAK LOAD
15	Connection time from Livescan to camera ready for capture	Ten (10) seconds maximum
16	From activating capture mugshot command button, to screen display for review	Ten (10) seconds maximum

Iris Camera		
Item No.	TRANSACTION DESCRIPTION	RESPONSE REQUIREMENTS UNDER PEAK LOAD
17	Connection time from Livescan to iris camera ready for capture	Ten (10) seconds maximum
18	From activating iris capture command button, to screen display for review	Ten (10) seconds maximum

SCHEDULE C.4

SOLUTION PERFORMANCE REQUIREMENTS

Printer (Contractor Provided Only, Not Agency Printers)		
Item No.	TRANSACTION DESCRIPTION	RESPONSE REQUIREMENTS UNDER PEAK LOAD
19	First page out	Maximum thirty (30) seconds from standby mode