

EXHIBIT A

STATEMENT OF WORK

FOR

DEFENSE AND LAW ENFORCEMENT SOLUTION

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SOW ATTACHMENTS

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1.0 Introduction

The Los Angeles County (County) Sheriff's Department (Department) desires to implement a commercial off-the-shelf (COTS) cloud-based Defense and Law Enforcement System (Solution) for the Joint Regional Intelligence Center (JRIC). The Solution will service the JRIC Area of Responsibility (AOR), which includes the following counties: Los Angeles, San Bernardino, Riverside, Santa Barbara, San Luis Obispo, and Ventura.

The Solution will replace the Department's current Gotham software platform (Legacy System), which is proprietary to Palantir Technologies, Inc. (Palantir). The intent of this Request for Proposal (RFP) is to obtain a COTS Cloud-based Defense and Law Enforcement Solution which supports United States (US) fusion centers and/or Law Enforcement (LE) agencies.

The Department houses the Los Angeles County Regional Identification System (LACRIS), whose primary objectives are to provide the County's participating LE agencies with access to criminal biometric identity solutions and facilitate the sharing of these records and identity information with federal, state, and local government partners. In like manner, LACRIS has the lead role and responsibility to support and oversee the maintenance of all digital criminal biometric services for the County's participating LE agencies.

2.0 Background

The Department is a LE agency which serves the County - an area encompassing approximately 4,084 square miles with a population of about ten million people (2020 U.S. Census). It is the largest Sheriff's Department in the world, with approximately 18,000 employees. The Department provides general LE services to 42 contract cities, 153 unincorporated communities, 216 facilities, including hospitals and clinics, nine community colleges, the Metropolitan Transit Authority and 38 Superior Courts located throughout the County. It also offers specialized services, such as forensic laboratory support and academy training, to smaller LE agencies within the County. Additionally, the Department is responsible for the daily security, care, and medical treatment of approximately 15,000 inmates housed in its seven custody facilities.

JRIC operates as a collaborative partnership among federal, state, local LE agencies, and public safety agencies. Its mission is to enhance coordination, information sharing, regional preparedness, training, and investigative support and analysis for first responders and public/private partners throughout the region. The proposed Solution will be utilized by over 60 LE and public safety agencies across the JRIC AOR.

3.0 Legacy System to be Replaced

The Legacy System is currently used for coordinating and analyzing information and consists of 16 production servers and 13 staging (backup) servers, which are owned and maintained by the County in collaboration with a third-party maintenance provider. The number of integrations and solution connections corresponds to those currently established within the Legacy System, as detailed in Attachment A.4 (System Interfaces) to this Statement of Work (SOW).

4.0 New Integrations

New integrations may become necessary during the Term of the Contract, based on the operational and organizational requirements of any additional agency(ies). Contractor must demonstrate the flexibility and capability to support these additional integrations or system connections, or be willing to collaborate with a third-party to accommodate any new integration or system connections.

5.0 Project Scope Statement, Goals, and Objectives

When investigating or developing a lead, analysts and/or detectives are often provided with fragments of information (e.g., name and age, phone number, license plate number, etc.) from various public and private sources (e.g., commercial surveillance footage, social media, law enforcement reports, etc.). The Solution will serve as a computerized investigative tool that searches these fragments against a vast database library built from integrations with LE agency software, utilizing built-in algorithms. The Solution can then assist in continuing the investigation or generating reports using its integrated mapping or Geographic Information System (GIS) capabilities to identify and visualize correlations between people, vehicles, businesses, trends, etc.

5.1 Scope Statement

The Department requires Contractor to provide and implement a technologically advanced, browser-based, and web-enabled Solution capable of supporting a large number of Users simultaneously. The Solution must be built upon a proven COTS software platform.

Contractor must provide all necessary configuration and development Services during implementation to meet the Solution Requirements outlined in Exhibit B (Solution Requirements) to the Contract. The Solution must include a CJIS-compliant cloud hosting that will serve as both the County's primary data center, and a geographically separated secondary data center (e.g., AWS-Gov Cloud). Contractor must also provide a direct data communication line between the CJIS-compliant cloud environment and the County's data centers.

Contractor must purchase and facilitate the installation of all applicable software and provide ongoing software maintenance. Upon Final Acceptance, Contractor must provide Maintenance & Support (M&S), as well as Preventive Maintenance (PM) Services, throughout the entire Term of the Contract, including any and all exercised extensions.

Additionally, Contractor must provide Professional Services, as defined in the Contract, as needed, including training during and after implementation, at an agreed-upon firm fixed price per Service, when requested by County Project Manager.

5.2 Project Goals and Objectives

Contractor must provide the County with unlimited User Licenses for access to the Solution. All components, including but not limited to, algorithms, virtual and physical hardware, and Third-Party Software must be evergreen.

Contractor's deployment must be fully cloud-based and include mechanisms to ensure business continuity of the Solution. The deployed Solution must meet all Solution Requirements outlined in Exhibit B (Solution Requirements) to the Contract.

Contractor must facilitate User and technical training to ensure end-user buy-off of the new Solution.

6.0 Success Factors

Contractor's success factors will be considered complete when the following conditions are met:

- a. Contractor has successfully transitioned the County to Production status of the Solution,
- b. Contractor has achieved User buy-off of the Solution,
- c. Contractor has provided User and technical training to all designated staff, including select train-the-trainer (T3) subject matter experts,
- d. Contractor has successfully delivered all User and technical Documentation, along with all implementation-related documentation, as defined throughout Attachment A.1 (Tasks and Deliverables) to this SOW, and
- e. Contractor has received the County's Final Acceptance for the Solution, upon successful completion of all Deliverables outlined in Attachment A.1 (Tasks and Deliverables) to this SOW, including the provision of a 90-Day Warranty Period free from defects, as defined in Paragraph 13.0 (Task 13 Solution Go-Live, Warranty Period and Final Acceptance) of Attachment A.1 (Tasks and Deliverables) to this SOW.

7.0 Project Review

The Project Review is a critical component of the County's Quality Control Plan. Any deviations from the original or subsequent versions of the Detailed Work Plan must be documented by both Contractor and County Project Director, using a format mutually agreed upon by both parties.

- 7.1 Upon such time the cumulative effect of project delays reaches 30 Days, a Change Notice must be issued no later than 15 Days following the last observed delay. Similarly, a Change Notice must be issued for each additional aggregation of project delays totaling 30 Days. Each Change Notice must include the following information:
 - a. The delayed Task(s),
 - b. Date of delay,
 - c. The reason(s) for each delay, and
 - d. The description of the Work impacted.
- 7.2 Notwithstanding County Project Director's authority to process Change Notices for Project delays and to grant Contractor extensions of time for Work performed, in accordance with Paragraph 10.3 (Extensions of Time)

of the Contract, the County, at its sole discretion, will initiate a formal Project Review upon the cumulative effect of project delays reaching 90-Days or more. The Project Review will be conducted by, but not limited to, the Department's Office of Technology Planning (OTP) in consultation with County Counsel. Similarly, the County will initiate a formal Project Review for each subsequent 90-Day delay period thereafter.

- 7.3 At a minimum, both Contractor's Project Director and Project Manager must attend all Project Review meetings, as-needed, pursuant to Paragraph 2.1.4 (Project Review Meetings), of Attachment A.1 (Tasks and Deliverables) to this SOW.
- 7.4 Each Project Review may result in any of the following outcomes:
 - a. An assessment of the Project's progress to date and the likelihood of future success,
 - b. An evaluation of accountability for the schedule slippage, quality lapses, and/or other Project issues,
 - c. Recommended remedial actions for continued Work,
 - d. A reset of the Project Schedule, and/or
 - e. Termination of the Contract, in whole or in part.

8.0 Tasks and Deliverables, Summary of Attachment A.1

The Tasks, Subtasks, and Deliverables listed in Attachment A.1 (Tasks and Deliverables) to this SOW, outline the scope of Contractor's Work in establishing a COTS-based Solution. To achieve this, Contractor must provide the following required Services, as further specified in Attachment A.1 (Tasks and Deliverables) to this SOW:

8.1 Project Planning

Develop the Project Control Document (PCD), outlining the implementation plan for the Solution.

8.2 Project Management

Upon the Contract effective date, throughout the entire Term of the Contract, including any extensions and throughout M&S, under the direction of County Project Manager, Contractor must:

- a. Apply requisite technical and management skills, as well as techniques, to ensure timely and satisfactory completion of implementation Tasks and Deliverables,
- b. Establish a Project control and reporting system after Final Acceptance, and
- c. Provide routine, realistic assessments of Solution operations.

8.3 Requirements Review and Gap Analysis

The County and Contractor will jointly analyze Contractor's COTS-based software functionality against the Solution Requirements listed in Exhibit B

(Solution Requirements) to the Contract and determine the degree of “fit.” Contractor must document, in writing, any gaps that require development.

8.4 Project Review Point

At the direction of OTP, a Project Review of the Solution Requirements review and gap analysis may be conducted; especially if significant scope or cost changes occur based on the final Solution Requirements.

8.5 Infrastructure and Technical Assessment

The Technical Assessment must assess the County’s readiness for a cloud-based Solution. Contractor must develop an Infrastructure Readiness Assessment, identifying potential incompatibilities and recommending corrective actions. Additionally, Contractor must develop a Technical Architecture Document (TAD), outlining the deployment of various technical environments. The TAD must reflect the County’s decision to implement a fully cloud-based Solution. Contractor must define the software configuration and specifications for Production Use and describe their approach for System performance, monitoring, and administration.

8.6 Implementation Assessment and Strategies

Contractor, with the County’s assistance, must draft strategies for executing the implementation and transition to the Production Environment, based on the findings from the Technical Assessment. Strategies must align with organizational constraints and Solution Requirements.

8.7 Project Review Point

A Project Review of the results of the Technical Architecture and Implementation Assessment may be conducted by the County, at the direction of the OTP.

8.8 Design Review of Proposed COTS System - Final Design

The County Project Team will review Contractor’s proposed design. Contractor must document any revisions resulting from feedback sessions and submit a Final Design for the County’s approval.

8.9 Project Review Point

If significant differences exist between Contractor’s proposed COTS Solution and the Final Design, particularly cost related, OTP may initiate a Project Review of Contractor’s Final Design.

8.10 Pre-Production Environment

Contractor must install and configure the Solution in accordance with the TAD and Implementation Assessment Document.

8.11 Contractor’s Proposed COTS Solution Programming Modifications – Configurations / Customizations / Interfaces

Contractor must ensure that the Programming Modification effort aligns with the County’s original Solution Requirements, as specified in Contractor’s proposed COTS Solution and the final Solution Requirements and Design

Documentation agreed-to by the parties. At specific points during the Programming Modification process, the County's Project team will review the modifications. These checkpoint reviews determine if the Programming Modification effort is on schedule and meets the County's final Solution Requirements. The fully functional Solution will be defined as Contractor's customized COTS Solution.

8.12 Data Conversion from Legacy System(s)

As part of the Data Conversion process, Contractor must:

- a. Develop an effective Data Conversion plan,
- b. Perform a test conversion of a sizable representative sample of the County's existing data to test the procedures, and
- c. Upon the County's approval, conduct the initial Data Conversion.

Data Conversion includes the initial full data upload from the legacy system, and multiple incremental data catchups covering periods of time from the prior catch-up period, up to Go-Live. This Task also requires the inclusion of a one-to-one validation strategy to ensure that records extracted from the legacy system match records imported into the Solution, at both the record and field levels. Contractor must also conduct a full Data Conversion and establish an audit trail for all actions taken throughout the Data Conversion process.

8.13 Testing of Contractor's Customized COTS Solution Software

The testing process ensures that all components of Contractor's customized COTS Solution are thoroughly tested, and that the Solution consists of high quality and reliable software. The testing process will consider the unique testing requirements of a COTS Solution that is based upon a customized version of Contractor's COTS base software.

8.14 Training and Documentation

The Training and Documentation techniques must be modeled by Contractor to ensure that training is successfully conducted and finalized prior to Final System Acceptance. Contractor must develop all training materials, including:

- a. T3 guides/handouts created for all Solution Users (e.g., Analysts, Managers, and Administrators),
- b. Modify existing COTS Documentation to include all Solution Customizations, in support of User operations (manuals),
- c. Problem-solving help desk reference for use by Contractor's and the County's respective Help Desks, and
- d. Solution training and System Documentation remain updated throughout the entire Term of the Contract, including any and all exercised extensions.

8.15 Transition to Production Environment

As part of transitioning the Solution to Production Environment, Contractor must:

- a. Convert the Pre-Production Environment in the primary data center to the Production Environment,
- b. Purge training records from the database and update the Solution with the legacy system's data to the then current state,
- c. Establish Contractor-hosted secondary data center as a backup recovery site,
- d. Establish and test the dedicated network communication line between the Primary and Secondary site, with the County's data center, and
- e. Perform Solution final testing for Solution Go-Live readiness that will require the County's approval.

8.16 Phased Go-Live

Contractor must be on-site for at least 20 Business Days or until successful Go-Live (whichever is greater), coordinating and supporting the Go-Live and performing the following:

- a. Monitor the Solution while on-site by documenting and maintaining incident logs,
- b. Analyze Solution performance and usage,
- c. Assist the JRIC Help Desk with any incoming service calls,
- d. Retrieve data entered by Users in the legacy system daily, and upload all data, including audit trails, into the Solution,
- e. Coordinate with the County all major Deficiency(ies), and
- f. Monitor and report any and all Solution regression issues and assist the County in verifying that the Solution meets Final Acceptance Criteria.

8.17 Solution Warranty Period and Final Acceptance

Contractor must provide 90 Days of Warranty Support starting from the phased Go-Live, in achieving Final Acceptance, up to post-Final Acceptance, demonstrating to the County that Contractor's customized COTS Solution operates defect free.

8.18 Post-Implementation Services

Contractor must provide M&S as specified in Task 14 (Post-Implementation Maintenance and Support [Ongoing]) of Attachment A.1 (Tasks and Deliverables) to this SOW and in Paragraph 2.1 (Description) of Exhibit C (Service Level Agreement) to the Contract, and Preventive Maintenance (PM) Services as specified in Paragraph 1.1.12 (Preventive Maintenance Program) of Attachment A.1 (Tasks and Deliverables) to this SOW and Exhibit C (Service Level Agreement) to the Contract.

8.19 Ongoing Training

At the option of the County, Contractor must provide ongoing Training to System Users/County employees, as specified in Task 15.0 (Task 15 Post-Implementation Professional Services, As-Needed) of Attachment A.1 (Tasks and Deliverables) to this SOW.

9.0 Project Governance

Guidelines for County Project Manager and County Project Team

This project will be overseen and monitored by the following Department staff:

- a. Technology and Support Division Chief,
- b. Project Director – JRIC Director,
- c. Project Manager - JRIC Technical Sergeant, and
- d. Project Staff (JRIC technical support staff).

10.0 Project Assumptions – General

- 10.1 Funding will be budgeted for this Project throughout the entire Initial Term, including exercised Option Terms.
- 10.2 The underlying legal and institutional basis for the business functions will not significantly change during this Project.
- 10.3 Key members of Contractor's Project team must have the necessary sufficient experience to provide practical business expertise in discussions with the County's subject-matter experts, throughout the entire Term of the Contract, including any and all exercised extensions.
- 10.4 The County must not lose any existing Palantir legacy system functionality or data, including audit history.
- 10.5 Contractor's customized COTS Solution must be hosted in a CJIS approved cloud environment, for both Primary Production and Pre-Production environments. Contractor must provide a direct communication line between the two data centers.
- 10.6 During implementation, Contractor's Project Manager must be assigned full-time to the Solution Project and remain full-time until the first full month after cutover to Production User Final Acceptance.
- 10.7 Deliverables will be reviewed and accepted by the County in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW.
- 10.8 Contractor must provide 24/7 Help Desk operations for:
 - a. Rectifying/resolving technical problems with Solution data center functionality, including on-site support, as needed, and
 - b. Responding to or assisting an individual User's inquiry during evening/night shifts, weekends, and holidays.

11.0 County Responsibilities

- 11.1 The County will provide executive sponsorship and User buy-in.
- 11.2 County Project Manager will obtain subject-matter expertise on topics where County is responsible.
- 11.3 The County will notify all concerned parties (e.g., Department's data center, leased building's loading dock) of expected deliveries by Contractor, upon Contractor's notification to County Project Manager.
- 11.4 The County will provide Contractor reasonable access and/or information pertaining to the legacy system including, but not limited to: data, data structure, and data elements.
- 11.5 The County will provide office space and infrastructure for Contractor to work on-site, including: network connectivity and shared network space. In order for this responsibility to be met, Contractor must notify County Project Manager of what is required for Contractor, all of which must be agreed to by County Project Manager.
- 11.6 The County will develop and provide business scenarios to Contractor prior to the gap analysis process described in Paragraph 3.2.3 (Develop Demonstration/Gap Analysis Scripts) of Attachment A.1 (Tasks and Deliverables) to this SOW.
- 11.7 County Project Manager will provide clarification on any of the Solution Requirements listed in Exhibit B (Solution Requirements) to the Contract.
- 11.8 The County will provide Contractor with all information needed to design Interfaces.
- 11.9 County Project Manager will provide oversight, for County and non-County owned and operated Systems, on the design and development of external system Interfaces to/from the Solution, including, but not limited to, the following:
 - a. For inbound Interfaces, the County will be responsible for obtaining from the other system contacts, information needed by Contractor in extracting and transforming data from external systems to comply with the corresponding approved Interface design.
 - b. For outbound Interfaces, the County will coordinate with the external system contractor(s) the mechanism(s) used in receiving the generated, structured Solution data, and then successfully transform and process such data, based on the corresponding approved Interface design.
- 11.10 The County will make best efforts to timely review Contractor Tasks and Deliverables, as specified in Attachment A.2 (Deliverable Acceptance Process) to this SOW.

12.0 Contractor Responsibilities

Contractor must, under the direction of County Project Manager, perform all Tasks, and Subtasks, as well as produce all Deliverables specified in Attachment A.1 (Tasks and Deliverables) to this SOW, as negotiated and finalized between the parties. Contractor's responsibilities include, but are not limited to, the following:

- a. Providing all Project Documentation in accordance with Attachment A.2 (Deliverable Acceptance Process) to this SOW, in a form and format as directed by County Project Manager.
- b. Maintaining all Project Documentation throughout the entire Term of the Contract, including, but not limited to, the Project Control Document (PCD) [see Paragraph 2.0 (Task 2 Ongoing Project Management) of Attachment A.1 (Tasks and Deliverables) to this SOW]. The PCD may require updates, at County Project Manager's instruction, during implementation. All Documentation, as well as all versions of the PCD to-date, are subject to review by the County at any time.
- c. Attending meetings with all levels of County personnel. While the number of meetings is not quantified, Contractor is expected to attend all meetings as directed by County Project Manager (e.g., weekly and/or monthly meetings during implementation, etc.), throughout the entire Term of the Contract. County Project Manager will also inform Contractor of any Documentation and/or presentations required in advance of the meeting (e.g., status reports, demonstrations and/or informational documents). At the County's request, Contractor may be required to provide participation from their Subcontractor(s) or a County third party (e.g., Integration expertise), if applicable.
- d. Undergoing and passing to the satisfaction of the Department, a Security Clearance (e.g., background investigation) by the Department's Civilian Background Unit, pursuant to Paragraph 9.5 (Background and Security Investigations) of the Contract. Ensuring all Contractor employees obtain and prominently display Department-provided identification badges while at any County-designated location that will be on-site pursuant to Paragraph 9.4 (Contractor's Staff Identification) of the Contract.
- e. Providing all required material and equipment to Contractor staff needed for completing the Services described throughout the Contract. (Contractor assumes all liability for the loss of, and for the safe operating condition of, said equipment).
- f. Providing, at a minimum, one technical employee working on-site at JRIC's office during regular business hours [8 a.m. to 5 p.m. (PT), Monday through Friday, except County-observed holidays] throughout the entire Term of the Contract, including any and all exercised extensions, unless prior approval is granted by County Project Manager. County Project Manager may also pre-approve Work performed off-site to perform at a minimum, the following JRIC-related duties:
 - i. Investigate, resolve, and report technical problems,

- ii. Create new and/or modify System report designs, and/or aid JRIC staff in providing them,
- iii. Modify training materials and other Solution Documentation,
- iv. Coordinate with off-site Contractor staff,
- v. Run/provide Solution audit reports, as determined and instructed by JRIC technical staff, and
- vi. Provide general troubleshooting guidance to Users.
- g. Procuring all Solution virtual hardware and software, including all Third-Party software Licenses (perpetual) and subscriptions.
- h. Providing ongoing post-implementation M&S and PM Services throughout the entire Term of the Contract including any County exercised extensions, as detailed in Exhibit C (Service Level Agreement) to the Contract.