

**MAINTENANCE AND SUPPORT AGREEMENT**

**AGENCY:** **Adams County Sheriff's Office**  
**150 N. 19th Avenue**  
**Brighton, CO 80601**

**TERM EFFECTIVE:** **Start: 10/27/15** **End: 10/26/16**

**PAYMENT TERMS:** **NET 30**

**AMOUNT:** **\$38,564.96 (Thirty-eight thousand, five hundred sixty-four dollars and 96 cents)**

**AMOUNT:** **\$8,900.00 (10 (2-day) On-site preventive maintenance visits)**  
**(Eight thousand, nine hundred dollars and no cents)**

**24X7 SOFTWARE AND HARDWARE SUPPORT:**

- 24X7 Telephone Support: 2 Hour Response
- 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

**Software:**

- Digital PhotoManager™ Application Server Software (DWPADMXP10203) ✓
- Digital PhotoManager™ SQL Application Software Package ✓
- Digital PhotoManager™ Client Edition ✓
- WebWorks Server Application Software (DWCOADM100, SHFAPPS1) ✓
  - WebWorks Express™ for 25 Concurrent Users and 250 Total Users ✓
  - WebWorks Plus™ for 1 Concurrent User ✓
- Five (5) Camera Controller Software Kits (601,602,603,803,804) ✓
- Five (5) Face Find Controller Software Licenses (601,602,603,803,804) ✓
- Interface to AS400 ✓
- XML Interface based on Intergraph ICD, PM Mugshot Export ✓
- NIST Manager Application Server Software, SQL 2003, Windows Server 2003 (100) ✓
- NIST Manager Express™ Standalone Store and forward: configured to store up to 75,000 tenprint/palm print records (101) ✓
- State Interface to send fingerprint records to CBI ✓
- One (1) SAF-ID™ Server License: Four (4) SAF-ID™ Input/Verification Licenses (1:1 and 1:N) (100) ✓
- Digital PhotoManager Concealed Handgun Database102938\* ✓
- LiveScan Plus™ / Digital PhotoManager™ Client Edition Software ✓
- One (1) Communications Server Software: DWPADMXP COMM (Customer owned HW) ✓

**DWP Job Number 14-00862:** ✓

- Two (2) CrossMatch Verifier 300 Scanners
- Serial Numbers: 302U-0048324, 302U-0048196

**DWP Job Number 14-00163:** ✓

- One (1) Dell PowerEdge R720 2.0GHz Server
- Machine Name: DWCOAD101
  - Service Tag: G3Y1K02
  - Microsoft SQL 2012 Server for 6C (DataWorks Plus products only)
  - 1 x Intel? Xeon? E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W,
  - 1 x 32GB UDIMM 1333MHz, Low Volt Dual Rank, x8
  - 1 x Dual, Hot-plug, Redundant Power Supply (1 1), 750W
  - 1 x Windows Server 2012 w/5 CAL
  - 1 x (2) 500 GB SATA Raid 1 (for mirrored os)
  - 1 x PERC H710 RAID Controller
  - 1 x 3.5" Chassis with up to 8 Hard Drives
  - 1 x (3) 2.0 TB SATA Raid 5 (4.0 TB Total Storage)
  - 1 x Broadcom 5720 QP 1Gb Network Daughter Card
  - 2 x NEMA 5-15P Power Cord
  - 1 x DVD ROM
  - 1 x Ready Rails w/ cable management arm

**DWP Job Number 13-00188:** ✓

One (1) Digital PhotoManager™ / LiveScan / FACE Plus Capture Station; **DWCOADM804** - HQ Applicant ✓

One (1) CrossMatch 500P (S/N: 001003214.A2013)

- One (1) Dell T3600 Workstation (S/N: 9KXDTW1)
  - Intel Xeon E5-1603
  - 2x 500GB Hard Drive
  - 4GB of RAM
  - 512 MB AMD FirePro 2270
  - CD-ROM Drive (32X or greater)
  - Audio (on-board or sound card)
  - Firewire Card
  - Keyboard
  - Mouse
  - Surge Protector
  - UPS 620
  - 21" Touchscreen Monitor

One (1) Digital PhotoManager™ / LiveScan Capture Station; **DWCOADM803** - Strassburg Substation ✓

One (1) CrossMatch 500P (S/N: 001002684.K2011)

- One (1) Dell T3600 Workstation (S/N: 9KWHTW1)
  - Intel Xeon E5-1603
  - 2x 500GB Hard Drive
  - 4GB of RAM
  - 512 MB AMD FirePro 2270
  - CD-ROM Drive (32X or greater)
  - Audio (on-board or sound card)
  - Firewire Card
  - Keyboard

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- Mouse
- Surge Protector
- UPS 620
- 21" Touchscreen Monitor

Two (2) Xerox 4510 DTN Printers ✓

- Serial Numbers: ART395994, ART339549

**DW+13-00081**

Two (2) Fargo DTC4500-LC Dual-Side Printers ✓

- Serial Numbers: B2440520L, B2440528L

**DW+12-042**

One (1) One (1) Digital PhotoManager™ / LiveScan / NIST Manager Lite Capture Station: **DWCOADM101** - ✓  
Main Jail

One (1) CrossMatch 1000PX Scanner (S/N: 001600722.F2012)

- One (1) Dell Precision™ Workstation T3500 (S/N: 3XWVLS1)
  - Intel 2.4GHz
  - 2x 320GB Hard Drive
  - 3GB of RAM
  - 256MB ATI FireMV 2260
  - CD-ROM Drive (32X or greater)
  - Audio (on-board or sound card)
  - Firewire Card
  - Keyboard
  - Mouse
  - Surge Protector
  - UPS 620
  - 21" Touchscreen Monitor

One (1) Digital PhotoManager™ / LiveScan Capture Station: **DWCOADM802** - Commerce Substation ✓

One (1) CrossMatch 500P Scanner; (S/N: 001002681.K2011)

- One (1) Dell Precision™ Workstation T3500 (S/N: 3XXTLS1)
  - Intel 2.4GHz
  - 2x 320GB Hard Drive
  - 3GB of RAM
  - 256MB ATI FireMV 2260
  - CD-ROM Drive (32X or greater)
  - Audio (on-board or sound card)
  - Firewire Card
  - Keyboard
  - Mouse
  - Surge Protector
  - UPS 1300
  - 21" Touchscreen Monitor

Three (3) Xerox 4510 DTN Printers ✓

- Serial Numbers: ART392534, ART001813, ART392434

One (1) CrossMatch LSCAN500P – located at 801 ✓

- Serial Number: 001002682.K2011



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**DW+11-264 FINAL YEAR OF COVERAGE**

One (1) Digital PhotoManager™ /LiveScan Capture Station **DWCOADM801** – Justice Center ✓

- One (1) Dell Precision T3500 Workstations (S/N: HT9L1P1)
  - 2.4 GHz
  - 3GB RAM
  - KB
  - Mouse
  - Firewire
  - Dell Professional P1911 Monitor
  - 2x320GB SATA
  - Windows 7
  - 16x DVD/RW
  - 500GB SATA Hard Drives
  - 19" Monitor (Serial Number 726103321C)

**DW+11-201**

One (1) Signature Capture Pad ✓

**DW+11-158 FINAL YEAR OF COVERAGE**

Five (5) Canon Digital Rebel T1i Camera Kits:

- Serial Numbers: 2640710678, 2640710677, 2640710688, 2640710689, 2640710691 ✓

**REPORTING A PROBLEM TO DATAWORKS PLUS:**

- 1.1 The **Adams County Sheriff's Office** 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 **Adams County Sheriff's Office** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Adams County Sheriff's Office** 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.

**1. 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 **Adams County Sheriff's Office** 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 **Adams County Sheriff's Office** upon closure of the ticket.
  - DATAWORKS PLUS will, at no additional expense to the **Adams County Sheriff's Office**, 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 **Adams County Sheriff's Office**.

**2. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:**

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

**3. Adams County Sheriff's Office'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 **Adams County Sheriff's Office** will be responsible for any damage or failure caused by a



computer virus. In the event that a system becomes infected and the **Adams County Sheriff's Office** requires assistance, DATAWORKS PLUS will assist the **Adams County Sheriff's Office** 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 **Adams County Sheriff's Office** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Adams County Sheriff's Office**.
  - 4.3 The **Adams County Sheriff's Office** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Adams County Sheriff's Office** 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.
- 4. 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 **Adams County Sheriff's Office**, 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 **Adams County Sheriff's Office**.
  - 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 **Adams County Sheriff's Office**, 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 **Adams County Sheriff's Office** 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 **Adams County Sheriff's Office**, 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. CONNECTIVITY:**

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

**6. ADDITIONAL TRAINING:**

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

**7. 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

**8. CONTRACT CANCELLATION:**

- 9.1 The **Adams County Sheriff's Office** 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 **Adams County Sheriff's Office** at a pro-rated amount.



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

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**

***Adams County Sheriff's Office***

Federal ID: 57-1104887

Name: Jessica Mensing

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: August 17, 2015

Date: \_\_\_\_\_

Invoice: TBD

PO#: \_\_\_\_\_



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DATAWORKS PLUS 2016 INTERCONNECT CONFERENCE REGISTRATION FORM

- Please check the box if you would like to be billed for attending our 2016 InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is \$2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

$$\begin{array}{r r r r r} \underline{\hspace{2cm}} & \times & \underline{\$2,500.00} & = & \underline{\hspace{2cm}} \\ \# \text{ Attendees} & \times & \$2,500.00 & = & \text{Total} \end{array}$$

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

**[www.DataWorksPlus.com](http://www.DataWorksPlus.com)**

## **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.



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**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: Adams County Government

Name: Todd M Leopold

Signature: Todd M Leopold

Title: County Manager

Date: 10-20-15

PO#: \_\_\_\_\_



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering