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COUNTY OF SAN MATEO
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: June 19, 2001
HEARING DATE: July 3, 2001

TO: Honorable Board of Supervisors

FROM: Luther Perry, CIO/Director of Information Services
Extension 4234, Pony ISD120
Luther Perry

SUBJECT: Agreement with PRC Public Sector, Inc. for Maintenance Support of Hardware and Software

RECOMMENDATION

- 1) Adopt a resolution authorizing the President of the Board of Supervisors to execute a maintenance agreement with PRC Public Sector, Inc., for hardware and software maintenance from June 1, 2001 to June 30, 2006 in an amount not to exceed \$370,000; and
- 2) Waive the Request for Proposal Process; and
- 3) Waive the requirement for provision of Equal Benefits

Background

The County's Law Enforcement Message Switch System (MSS) and Computer-Aided Dispatch (CAD) system applications were purchased from PRC Public Sector, Inc. as approved by your Board in 1992. These critical public safety systems provide services for over 33 user agencies, including the County criminal justice departments, City police departments, State, Federal and specialized law enforcement bodies. This is a specialized computer and communications network that electronically moves "messages" (inquires, responses, and information bulletins) to and from major criminal justice departments and related law enforcement data bases, which are maintained by San Mateo County.

Discussion

The County is able to develop its own enhancements to the application software, which also allows the County to make modifications that reflect legislative changes. However, the computer hardware, peripheral equipment, operating software, and base application software is currently under maintenance with PRC, the original vendor. Therefore, it is in the best interest of the County to waive both the formal Request for Proposal Process and the provision of equal benefits as required by the San Mateo County Ordinance Code because PRC's proprietary computer applications remain the most cost effective emergency dispatch support system with respect to County needs, reliability, necessary functions and technical support.

The contract term is five years (rather than the usual three years) so that the County may take advantage of lower prices provided by PRC for lengthier contracts.

Fiscal Impact

The term of the Agreement will be June 1, 2001 through June 30, 2006. The maximum amount payable under the agreement will be \$370,000. Funding for this agreement is included in the ISD 2001-2002 budget and will be cost applied to the appropriate cities and agencies through the work authorization process.

County Counsel has reviewed the proposed agreement and resolution.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH PRC PUBLIC SECTOR, INC., TO PROVIDE MAINTENANCE SUPPORT OF HARDWARE AND SOFTWARE FOR THE MESSAGE SWITCH SYSTEM AND COMPUTER-AIDED DISPATCH SYSTEM; WAIVING THE REQUEST FOR PROPOSAL PROCESS; AND WAIVING THE EQUAL BENEFITS REQUIREMENT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement between the County and PRC Public Sector, Inc., for maintenance support of hardware and software for the Message Switch System and Computer-Aided Dispatch software applications, for the term of June 1, 2001 to June 30, 2006, in an amount not to exceed \$370,000;

WHEREAS, this Board has been presented with a form of Agreement and said Board has examined and approved same as to both form and content and desires to enter into same;

WHEREAS, this Board has determined that it is in the best interest of the County to waive the Request for Proposal Process;

WHEREAS, this Board has determined that it is in the best interest of the County to waive the requirement that the Contractor provide equal benefits to its employees as required by the County Ordinance Code;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED

1) that the formal Request for Proposal Process is waived; 2) the requirement for the provision of equal benefits as required by the San Mateo County Ordinance Code is waived; and 3) the President of this Board of Supervisors be, and is hereby authorized and directed to, execute said Agreement as is approved by the County Manager and the County Counsel for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

PRC MASTER MAINTENANCE AGREEMENT

This Agreement is entered into between **PRC Public Sector, Inc.**, a Delaware corporation, with an office at 1500 PRC Drive, McLean, Virginia 22102, hereinafter referred to as "PRC", and **San Mateo County**, hereinafter referred to as "Customer".

1. SCOPE OF AGREEMENT

PRC will provide the following services:

- Services provided for by the PRC/Compaq/Digital Maintenance Sub-Agreement (copy attached), which includes Compaq provided maintenance for Digital Hardware, operating system software, and/or certain third party equipment.
- Services provided for by the PRC Software Maintenance Sub-Agreement, (copy attached), which includes PRC provided software as shown on Exhibit A of the Software Agreement.

The above shall be referred to as sub-agreements.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on June 1, 2001, and shall continue for a term of five (5) years and one (1) month.

3. TERMINATION

Either PRC or the Customer may terminate this agreement at any time, with or without cause, by providing 90 days written notice of termination.

4. TERMS AND CONDITIONS

In the event of a conflict, the terms of this Agreement shall take precedence over the terms and conditions of the sub-agreements.

5. PRICE AND PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, the Customer shall pay the amount labeled "Total Due," with respect to the period identified, in Exhibit "A" (attached). PRC agrees to refund any advance payment amounts in excess of the amount owed by the Customer in the event of termination of the Agreement. Customer retains the right to withhold payment if it is determined that the quantity or quality of the services is not performed in accordance with the terms and conditions of this Agreement.

PRC MASTER MAINTENANCE AGREEMENT

The Customer and PRC may change the price and payment schedule by mutual agreement in order to add or delete items, or change the level of service for items covered under the PRC/Digital Maintenance Sub-Agreement. Such changes must be agreed to in writing.

The fees for Basic Software Maintenance shall be paid annually in advance. Per call and block time charges, if selected as options in Item 2 of Exhibit B of the PRC SOFTWARE MAINTENANCE SUB-AGREEMENT, will be invoiced after the service is performed. The fees for PRC/Digital Maintenance shall be paid annually in advance.

Prices in this Agreement are exclusive of applicable taxes, if any. Taxes are the responsibility of the Customer and will be added to the invoices.

Payment terms are net thirty (30) days from date of invoice. PRC reserves the right to charge interest for late payments at the rate of one and one-half percent (1.5%) per month.

6. AMENDMENT OF THIS AGREEMENT

The Customer reserves the right to make changes which would include alterations, deviations, additions to or deletions from the scope of work of this Agreement, as may be deemed by the Customer to be necessary or required for the proper completion of the whole work contemplated.

Any such changes will be set forth in an Amendment/Changes Orders to this Agreement which will specify the change in work to be performed and any increase/decrease in compensation due PRC for such work.

7. NOTICES

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or courier service to the respective parties as follow:

Customer:

PRC: PRC Public Sector, Inc.
Daniel M. Hiatt
Vice President - Contracts
1500 PRC Drive
McLean, Virginia 22102

PRC MASTER MAINTENANCE AGREEMENT

8. INDEPENDENT CONTRACTOR

PRC is an independent contractor under this Agreement, and not an employee or agent of Customer. All payments hereunder shall be made to PRC Public Sector, Inc. No deductions shall be made from the payments provided for under Article V above for any reason including taxes, workman's compensation or insurance.

9. WORKERS COMPENSATION INSURANCE

PRC agrees and understands that Customer does not provide Worker's Compensation Insurance to, or on behalf of, PRC for the services to be performed and that Customer will not withhold Federal or State Income Taxes from monies due to PRC for services performed, but that said taxes are the responsibility of PRC.

10. NON-DISCRIMINATION

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30

PRC MASTER MAINTENANCE AGREEMENT

days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification

shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

11. INDEMNITY

PRC shall indemnify, defend and hold harmless Customer from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (excluding attorney's fees) and liabilities, of, by, or with respect to third parties which arise from PRC's negligent performance of services under this Agreement. PRC shall not be responsible for, and Customer shall indemnify, defend and hold harmless PRC from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (excluding attorney's fees) and liabilities, of, by, or with respect to third parties which arise from Customer's negligent performance of services under this Agreement.

12. GOVERNING LAW

This Agreement and/or any disputes arising in connection with this Agreement will be governed by the laws of the State of California.

13. PRC and Customer agree that the following terms of the COMPAQ "U.S. Customer Services Standard Terms" shall not apply to this Agreement:

a. "Customer will not directly solicit COMPAQ's or its authorized service providers' employees involved in the performance of Services for Customer to undertake employment with Customer or nay affiliated company.during the performance of such Services or for a period of one (1) year thereafter."

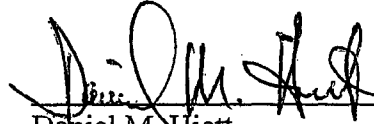
b. "Customer will maintain as confidential and will not disclose to any third party prices of pricing reductions offered Customer.."

14. ENTIRE CONTRACT

PRC MASTER MAINTENANCE AGREEMENT

This Agreement and attached Sub-Agreement(s) represent the entire and integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by the parties hereto.

The County of San Mateo, California:



Daniel M. Hiatt
Vice President, Contracts

Signature of Authorized Representative

6 JUL 2001

Date

Printed Name

Title

Date

PRC PUBLIC SECTOR, INC.:

PRC MASTER MAINTENANCE AGREEMENT

Exhibit "A"

Price and Payment:

County of San Mateo - Exhibit "A" - Price and Payment Schedule

Period No. 1 -- June 1, 2001 to June 30, 2002

PRC/Digital Hardware Maintenance:	\$47,922.60
PRC Basic Software Maintenance:	
CAD/MIS:	\$17,718.46
Message Switch:	\$11,655.31
10% HW Discount	-\$5,297.72
<u>Sub-total, Period No. 1:</u>	<u>\$71,998.65</u>
<i>Less Credit for pre-payment on Period No. 3</i>	<i><u>-\$4,751.60</u></i>
<i>of the contract dated 2/17/99 for 6/1/01-6/30/01:</i>	
<u>Total Due, Period No. 1</u>	<u>\$67,247.05</u>

Period No. 2 -- July 1, 2002 to June 30, 2003

PRC/Digital Hardware Maintenance:	\$46,821.60
PRC Basic Software Maintenance:	
CAD/MIS:	\$17,173.28
Message Switch:	\$11,296.69
10% Hardware Discount	-\$4,682.16
<u>Total Due, Period No. 2:</u>	<u>\$70,609.41</u>

Period No. 3 -- July 1, 2003 to June 30, 2004

PRC/Digital Hardware Maintenance:	\$49,162.68
PRC Basic Software Maintenance:	
CAD/MIS:	\$18,031.94
Message Switch:	\$11,861.52
10% Hardware Discount	-\$4,916.27
<u>Total Due, Period No. 3:</u>	<u>\$74,139.87</u>

Period No. 4 -- July 1, 2004 to June 30, 2005

PRC/Digital Hardware Maintenance:	\$51,129.19
PRC Basic Software Maintenance:	
CAD/MIS:	\$18,753.22
Message Switch:	\$12,335.98
10% Hardware Discount	-\$5,112.92
<u>Total Due, Period No.4:</u>	<u>\$77,105.47</u>

Period No. 5 -- July 1, 2005 to June 30, 2006

PRC/Digital Hardware Maintenance:	\$53,174.35
PRC Basic Software Maintenance:	
CAD/MIS:	\$19,503.35
Message Switch:	\$12,829.42
10% Hardware Discount	-\$5,317.44
<u>Total Due, Period No. 5:</u>	<u>\$80,189.69</u>

PRC SOFTWARE MAINTENANCE SUB-AGREEMENT

SUB-AGREEMENT effective June 1, 2001, between **PRC Public Sector, Inc.**, 1500 PRC Drive, McLean, Virginia 22102 ("PRC") and **San Mateo County**, ("Customer").

1. SOFTWARE SYSTEM

For the purpose of this Sub-Agreement, the "Software System" shall mean the PRC Computer Software System (Software System) identified in Exhibit A.

2. SOFTWARE SUPPORT SERVICES

- a. With respect to the Software System, PRC agrees to perform, or cause to be performed, the following maintenance services:
 1. PRC will retain a complete copy of the Software System source code.
 2. If during the term of this Agreement, (a.) the Customer discovers defects in the Software System such that same will not perform in accordance with PRC's design; (b.) the Customer notifies PRC of such defects; and, (c.) such defects are reproducible, then PRC shall provide, or cause to be provided, timely corrections of such defects. As applicable and required, Customer shall be responsible for installing corrections to individual Altaris workstations.
 3. If problems arise concerning the Software System, PRC will provide a reasonable amount of telephone assistance within the schedule and charges stated in Exhibit B.
 4. If Serious problems arise (see 3. *Severity Level*) and the Customer cannot correct them by following system management procedures previously supplied by PRC, PRC will provide assistance to restore the Software System operations 24 hours a day, 365 days a year without additional charge to the Customer.
- b. With respect to the Software System, PRC will not perform, or cause to be performed under the scope of this agreement, duties of database administration. Database administration shall be the responsibility of the Customer. Should the Customer request, in writing, PRC's assistance with database administration as it pertains to the PRC Application Systems installed, PRC will endeavor to provide database administration services at PRC's then current Time and Material Rate.

PRC SOFTWARE MAINTENANCE SUB-AGREEMENT

With respect to the previous paragraph, the following actions are considered database administration, and as such, will not be performed under this agreement:

- Database recovery
- Monitoring Database Space (utilization)
- Monitoring Alert Log
- Defragmentation of free space
- Monitoring, and increasing, table space
- Manipulation of the Oracle listener

3. SEVERITY LEVEL

Problems that prevent the actual execution of a critical function of the Software System specified in Exhibit A shall be defined as "Serious". Serious system problems include:

- a. complete system outage;
- b. the failure of a major portion of the database engine or message switching system;
- c. in CAD systems, the loss of a major portion of complaint receiving or dispatch terminals;
- d. in CAD systems, the inability to dispatch an area or areas;
- e. in CAD systems, the loss of unit suggestion;
- f. in CAD systems, the loss of the geographical validation applications;
- g. in records systems, the failure of the MUX process;
- h. in records systems, the failure of the INCIDENT or INTAKE modules;
- i. loss of communications with the mobile data controller, other than such loss due to malfunction occurring outside of the PRC system;
- j. system response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to malfunction occurring outside of the PRC system.

4. RESPONSIBILITIES OF CUSTOMER

The obligations of PRC under this Agreement are conditioned upon:

- a. Customer assigning a Coordinator to ensure that Customer's assignments in connection with this Agreement are met, to coordinate appropriate schedules in connection with PRC's services hereunder, and to serve to provide other

PRC SOFTWARE MAINTENANCE SUB-AGREEMENT

coordination activities which are necessary for PRC to perform its services hereunder. As applicable and required, Coordinator shall also be responsible for distributing Software System corrections to the individual client workstations.

- b. Customer assigning at least two technically capable individuals, as required by PRC to assist PRC in performing its services hereunder.
- c. Customer establishing an on-site dial-up line to enable PRC to remotely access the Software System. Customer, in accordance with a schedule mutually agreed upon by PRC and Customer, shall connect the dial-in modem, at customer's cost and expense, in order to enable PRC to remotely access the Software System. Customer shall also compile programs and run appropriate tests following each remote access by PRC
- d. Customer shall be responsible for controlling security and access to the computer systems. The Customer shall connect the dial-in modem in a timely manner to allow PRC to perform maintenance activities, and the Customer shall provide the appropriate usernames and authorization codes to PRC whenever maintenance work is to be done.
- e. Customer shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by PRC to perform any modifications or enhancements to the Software System.
- f. As applicable and necessary, during the term of the Master Maintenance Agreement, and any subsequent extensions of the term, Customer shall provide PRC with a verified copy of the Software System back-up, including Source Code, on an annual basis, at no cost to PRC, for use in assisting the Customer during disaster recovery efforts if requested.
- g. It is the Customer's sole responsibility for insuring System Management Procedures are performed for continuous operation of the CAD and RMS/MIS systems. This includes, but is not limited to, performing system and file backups, routine configuration changes, installation of operating system and application patches, system and database backups, system and database performance tuning, network problem diagnosis, and system monitoring and preventive maintenance.
- h. Customer shall coordinate hardware repairs with the appropriate third-party hardware maintenance provider.

PRC SOFTWARE MAINTENANCE SUB-AGREEMENT

5. TERM

The term during which PRC shall be obligated to perform under Section 2 shall commence June 1, 2001, and, unless terminated pursuant to the PRC MASTER MAINTENANCE AGREEMENT shall continue for a period of five (5) years and one (1) month. PRC and Customer may, by mutual agreement in writing, renew the term or any renewal thereof, for an additional period of one year.

6. LICENSE

With respect to each correction to the Software System furnished to Customer under this Agreement, Customer is granted a non-exclusive, non-assignable, non-transferable license to use such correction solely as appropriate as part of the Software System as defined in the "License" Article of the Agreement for the System(s).

7. LIMITATION OF LIABILITY AND REMEDIES

a. Limited Warranty

PRC MAKES NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

b. Limitation of Remedy

Customer agrees that PRC's liability hereunder for damages shall not exceed the annual maintenance fee paid to PRC for the maintenance period in which the cause of the action occurred.

PRC SOFTWARE MAINTENANCE SUB-AGREEMENT

- EXHIBIT A -

SOFTWARE SYSTEM

The software system to be maintained under this Agreement including any unique technical conditions are as follows:

1. The Customer's Computer Aided Dispatch as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by PRC Public Sector, Inc.
2. The Management Information System as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by PRC Public Sector, Inc.
3. The Message Switching System as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by PRC Public Sector, Inc.

PRC SOFTWARE MAINTENANCE SUB-AGREEMENT

- EXHIBIT B -

SERVICES TO BE PROVIDED

1. Basic software service shall be provided five (5) days per week from 5:30 a.m. through 5:30 p.m. Pacific Standard Time excluding PRC holidays.

Calls made outside the above Basic service times will be billable at the rate of \$900.00 per call for the first four hours of consultation. Additional consultation will be billable at the rate of \$225.00 per hour.

However, if Serious problems arise (see 3. Severity Level) and the Customer cannot correct them by following the system management procedures previously supplied by PRC, calls made outside of the Basic service times will not be billable. The determination of whether an after-hours call is billable will be made solely by PRC.

2. ON DEMAND MAINTENANCE SERVICES - ODMS

ODMS is defined as forty (40) contiguous hours of PRC Programmer services on-site for the "PRC installed system" (System). Services to be performed by the PRC Programmer are at the discretion of the Customer. It is advisable to transmit to PRC, prior to the PRC Programmer arriving on site, a list of work descriptions desired by the Customer. The ODMS to be performed by the PRC Programmer will be on a "best effort" basis. If the work is not complete or task finished by the PRC Programmer at the end of forty (40) hours, the Customer has the option to contract for additional ODMS or have PRC complete the work on a "time and materials" (T&M) basis. The additional ODMS or T&M work will have to be mutually agreed to and scheduled. ODMS work completed by PRC will then be transferred and maintained under the Master Maintenance Agreement.

The current rate for ODMS work is \$8,900.00 for a forty (40) hour block. This rate is subject to a maximum increase of five percent (5%) per year effective the start of the second year of the PRC Maintenance Agreement. PRC will provide Customer with the applicable revised ODMS rate upon request. Customer has the option not to have the PRC Programmer on site, but to perform the work via remote dial-in. If Customer chooses this option, the price for ODMS does not change.

Authorized Options. (circle one)

On Demand Maintenance Service YES NO

Number of On Demand Maintenance service trips _____.

PRC/COMPAQ/DIGITAL MAINTENANCE SUB-AGREEMENT

EXHIBIT "A"

to

PRC/Compaq/Digital Maintenance Sub-Agreement

(See attached Compaq/Digital Field Service Descriptions.)

DECservice
BASIC Service
CSD No. 1-4

PRODUCT DESCRIPTION

DECservice and BASIC Service provide on-site hardware support.

AGREEMENT

This Service Description, together with (a) the Digital Equipment Corporation U.S. Standard Terms and Conditions or U.S. Customer Services Terms and Conditions and (b) the duly executed Service Agreement constitute the entire agreement ("Agreement") between the parties with respect to its subject matter.

TERM

This Agreement is effective for an Initial Term of one (1) year from the Commencement Date specified in the attached Service Agreement. Thereafter, it may be cancelled by either party upon thirty (30) days written notice.

PRICES

Prices for Services may be adjusted by DIGITAL after the Initial Term upon ninety (90) days written notice.

GEOGRAPHIC AVAILABILITY

This service is available in the United States. Additional travel charges may be applicable in Alaska and Hawaii.

ELIGIBILITY

Equipment is eligible for this service provided it is in good operating condition and DIGITAL's serviceability requirements and site environmental conditions are met. Any equipment repairs and/or adjustments DIGITAL determines are necessary in order to meet this eligibility will be made at DIGITAL's Per Call rates, and Terms and Conditions then in effect.

DIGITAL RESPONSIBILITIES**BASIC Service****Remedial Maintenance**

Remedial hardware maintenance will be performed on-site during the standard hours of coverage. DIGITAL will automatically activate an accelerated back-up plan to involve the necessary technical resources should some extraordinary problem cause repairs to exceed predetermined time limits.

Preventive Maintenance

Scheduled preventive maintenance (if applicable) is provided during the standard hours of coverage in accordance with equipment standards specified by DIGITAL.

Field Change Orders (FCOs)

DIGITAL will install all applicable FCOs, which in DIGITAL's opinion are required to ensure proper machine operation, during the standard hours of coverage.

Labor and Materials

DIGITAL will provide all labor and materials.

S e r v i c e D e s c r i p t i o n

Parts

Replacement parts may be new or refurbished. Replaced parts become the property of DIGITAL.

Service Representative

A designated service representative (if applicable) is assigned to each account to monitor the equipment's performance and service history.

Site Management Guide

A Site Management Guide (if applicable), containing schedules, procedures, and logs used for recording and evaluating all information pertinent to the operation and care of the equipment, is provided to Purchaser.

Predictive Tools/Remote Diagnosis

DIGITAL may provide predictive service tools on applicable DIGITAL systems. DIGITAL may utilize remote diagnosis on those systems which feature remote diagnosis capability.

Response Time

DIGITAL will respond to a call for remedial hardware service, made during the contracted hours of coverage, on a priority basis over Per-Call Service requests. Typical response time is next business day.

Standard Coverage

On-site hardware coverage is 8:00 a.m. to 5:00 p.m., Monday through Friday, except locally observed DIGITAL holidays.

Zone Charges

Equipment located beyond one hundred (100) miles from a designated DIGITAL office is subject to Zone Charge Uplifts as specified in the Price List.

DECservice

In addition to the services in BASIC service shown above, the following additional services will be performed:

Remedial Maintenance

Remedial Maintenance will be performed continuously until the problem is resolved.

Preventive Maintenance

Preventive Maintenance started within the contracted hours of coverage will continue for up to three (3) hours after the contracted hours of coverage.

Field Change Orders (FCOs)

FCO installation started within the contracted hours of coverage will continue for up to three (3) hours after the contracted hours of coverage.

Response Time

DIGITAL will respond to a call for remedial hardware service as follows:

Road Miles from Designated DIGITAL Office	Systems as designated in the Price List	Response Time	All others
0-50	2 hr	-	4 hr
51-100	4 hr		4 hr
101-200	8 hr		8 hr
201 and beyond	16 hr		16 hr

PRC/COMPAQ/DIGITAL MAINTENANCE SUB-AGREEMENT

EXHIBIT "B"

to

PRC/Compaq/Digital Maintenance Sub-Agreement

(See attached the listed equipment to be maintained along with model no., serial number and monthly Compaq/DEC list maintenance charges).

<u>Item</u>	<u>Model Description</u>	<u>s/n</u>	<u>Service Level</u>	<u>Monthly List</u>	<u>Effective Date</u>	<u>Date Deleted</u>	<u>Year 1 7/1/01- 6/30/02</u>	<u>Year 2 7/1/02- 6/30/03</u>	<u>Year 3 7/1/03- 6/30/04</u>	<u>Year 4 7/1/04- 6/30/05</u>	<u>Year 5 7/1/05- 6/30/06</u>
1.000	DV-43TJ2-A9 VAX 4000-300 VMS Dual Host	KA210J6272	DECSERVICE 9h * 5 days	\$1,240.00	7/1/2001		\$14,880.00	\$15,624.00	\$16,405.20	\$17,061.41	\$17,743.86
1.002	RRD42-FB 600MB CDROM SCSI	5A21800159	DECSERVICE 9h * 5 days	\$26.00	7/1/2001		\$312.00	\$327.60	\$343.98	\$357.74	\$372.05
1.003	TF85E-JA FACTORY INSTALL TF85		DECSERVICE 9h * 5 days	\$126.00	7/1/2001		\$1,512.00	\$1,587.60	\$1,666.98	\$1,733.66	\$1,803.01
1.004	KZQSA-SA TLZ04-RRD40 Controller		DECSERVICE 9h * 5 days	\$18.00	7/1/2001		\$216.00	\$226.80	\$238.14	\$247.67	\$257.57
18.000	QT-001AA-KZ OVMS CDDS CONDIST CDROM		EXT DOC SVC	\$110.00	7/1/2001		\$1,320.00	\$1,386.00	\$1,455.30	\$1,513.51	\$1,574.05
18.001	QT-YL48A-C8 VMS CDDS CONDIST CDROM		CONDIST	\$312.00	7/1/2001		\$3,744.00	\$3,931.20	\$4,127.76	\$4,292.87	\$4,464.59
19.003	LN05-CA 8PPM SIMPLEX LASER PTR		DECSERVICE 9h * 5 days	\$30.00	7/1/2001		\$360.00	\$378.00	\$396.90	\$412.78	\$429.29
19.004	LN05-CA 8PPM SIMPLEX LASER PTR		DECSERVICE 9h * 5 days	\$30.00	7/1/2001		\$360.00	\$378.00	\$396.90	\$412.78	\$429.29
2.001	DEMSA-AA DEC MICRO SERVER HW	AS21808110	DECSERVICE 9h * 5 days	\$110.00	7/1/2001		\$1,320.00	\$1,386.00	\$1,455.30	\$1,513.51	\$1,574.05
18.004	QT-363A9-LG DEC/SNA 3270 DS LPS CW:300		Layered Product Support	\$155.00	7/1/2001		\$1,860.00	\$1,953.00	\$2,050.65	\$2,132.68	\$2,217.98
18.005	QT-044A9-LG DEC/SNA PRE V/V LPS CW:300		Layered Product Support	\$43.00	7/1/2001		\$516.00	\$541.80	\$568.89	\$591.65	\$615.31
18.006	QT-022A9-LG SNA APC/LU6 V/V LPS CW: 300		Layered Product Support	\$159.00	7/1/2001		\$1,908.00	\$2,003.40	\$2,103.57	\$2,187.71	\$2,275.22
22.002	DESQLA-SA Q-BUS/NI Adapter		DECSERVICE 9h * 5 days	\$18.00	7/1/2001		\$216.00	\$226.80	\$238.14	\$247.67	\$257.57
23.002	DESQLA-SA Q-BUS/NI Adapter		DECSERVICE 9h * 5 days	\$18.00	7/1/2001		\$216.00	\$226.80	\$238.14	\$247.67	\$257.57
22.001	HSD30-AA		DECSERVICE	\$88.00	7/1/2001		\$1,056.00	\$1,108.80	\$1,164.24	\$1,210.81	\$1,259.24

	SW HSD30 DSSI CNTRL 18 DEV		9h *5 days							
23.001	HSD30-AF SW HSD30-AF CNTRL/32MB CACHE		DECSERVICE 9h *5 days	\$159.00	7/1/2001	\$1,908.00	\$2,003.40	\$2,103.57	\$2,187.71	\$2,275.22
14.000	DS-TZS20-DB 8mm AIT Tape Drive		DECSERVICE 9h *5 days	\$49.00	7/1/2001	\$588.00	\$617.40	\$648.27	\$674.20	\$701.17
23.005	KFQSA-BA QBUS/DSSI Adapter		DECSERVICE 9h *5 days	\$21.00	7/1/2001	\$252.00	\$264.60	\$277.83	\$288.94	\$300.50
22.000	DV-45AEA-E9 VAX 4000-505A	AY54712750	DECSERVICE 9h *5 days	\$378.00	7/1/2001	\$4,536.00	\$4,762.80	\$5,000.94	\$5,200.98	\$5,409.02
22.002	DV-45AEA-E9 VAX 4000-505A	AY60917189	DECSERVICE 9h *5 days	\$378.00	7/1/2001	\$4,536.00	\$4,762.80	\$5,000.94	\$5,200.98	\$5,409.02
23.004	RRD45-FA 4X SCSI CDROM TABLETOP		DECSERVICE 9h *5days	\$8.00	7/1/2001	\$96.00	\$100.80	\$105.84	\$110.07	\$114.48
23.003	DS-RZ29L-VA QTY 12 4.3 GB SCSI Disk Drives		DECSERVICE 9h *5days	\$240.00	7/1/2001	\$2,880.00	\$3,024.00	\$3,175.20	\$3,302.21	\$3,434.30
			Totals:	\$3,716.00		\$44,592.00	\$46,821.60	\$49,162.68	\$51,129.19	\$53,174.35

PRC/COMPAQ/DIGITAL MAINTENANCE SUB-AGREEMENT

EXHIBIT "C"

to

PRC/Compaq/Digital Maintenance Sub-Agreement .

(See attached Compaq/Digital US Standard Terms and Conditions.)

PRC/COMPAQ/DIGITAL MAINTENANCE SUB-AGREEMENT

This Sub-Agreement is entered into between **PRC Public Sector, Inc.**, 1500 PRC Drive, Virginia 22102, (hereinafter referred to as "PRC") and **San Mateo County**, (hereinafter referred to as "Customer").

PRC is an authorized dealer of computer products, services and distributed software of Compaq/Digital Equipment Corporation (hereinafter referred to as "Compaq/Digital"). PRC hereby sells to Customer, the maintenance services of Compaq/Digital for the described Compaq/Digital products, appropriate third party products and/or Compaq/Digital operating system software on the terms and conditions as follows:

I. TERM OF AGREEMENT

This Sub-Agreement shall be valid from June 1, 2001. This Agreement shall be valid for five (5) years and one (1) month from the effective date. This Sub-Agreement may be terminated according to the terms of the PRC MASTER MAINTENANCE AGREEMENT.

II. SCOPE OF MAINTENANCE

The services to be performed by Compaq/Digital are as detailed on the Compaq/Digital Field Service Description attached as Exhibit "A" hereto, and made a part hereof, for all purposes. It is understood that PRC is selling the Compaq/Digital level of service as shown on said Field Service Description.

Should Compaq/Digital at any time alter any of the terms, conditions, or services offered under such Description such changes shall automatically become part of this Sub-Agreement. Should Customer not be able to comply with such changes, Customer may terminate this Sub-Agreement with ninety (90) days prior written notice to PRC.

III. EQUIPMENT SERVICES

The equipment, which shall be maintained under this Sub-Agreement, is as described on Exhibit "B" attached hereto and made a part hereof, for all purposes. Equipment is eligible for service under this Sub-Agreement provided it is in good operating condition and Compaq/Digital's serviceability requirements and site environmental conditions are met.

PRC/COMPAQ/DIGITAL MAINTENANCE SUB-AGREEMENT

IV. CUSTOMER RESPONSIBILITIES

The customer is responsible for notifying PRC in writing, either by electronic mail or letter, of the addition or deletion of any equipment outlined in the attached Exhibit "B". When changes occur, the customer must provide to PRC a detail of model numbers, serial numbers and installation/de-installation information. Failure to notify PRC of changes could result in the new equipment not being covered under the hardware maintenance agreement. Any omissions or inaccuracies resulting from the addition/deletion of such equipment without written notification to PRC are the responsibility of the customer.

V. COMPAQ/DIGITAL STANDARD TERMS

This Sub-Agreement is subject to the terms of Compaq/Digital's current published U.S. Standard Terms and Conditions, a copy of which is attached as Exhibit "C" hereto. Should Compaq/Digital at any time alter such Standard Terms and Conditions, this Sub-Agreement shall be deemed to have incorporated such alterations into Exhibit "C", thirty days after PRC notifies the customer in writing of the changes.

VI. PRC MASTER AGREEMENT

This Sub-Agreement is subject to the terms and conditions of a PRC Master Maintenance Agreement, and the terms and conditions of such Master Maintenance Agreement shall prevail in the event of a conflict with the terms of this Sub-Agreement.

U.S. CUSTOMER SERVICES STANDARD TERMS

The following are the Customer Services Standard Terms ("Terms") under which Compaq Computer Corporation, ("COMPAQ") provides Services to Customers in the United States of America.

1. DEFINITIONS

"Price List" refers to the applicable COMPAQ United States price list or catalog in effect when COMPAQ accepts Customer's order.

"Quotation" refers to the applicable authorized COMPAQ quotation in effect when COMPAQ accepts Customer's order

"Services" refers to (i) maintenance, support and other services as more fully defined in the applicable Service Description and/or Statement of Work and, (ii) as appropriate in the context of the various sections of these Terms, spare parts, documentation and diagnostic software.

"Service Agreement" refers to the contract document governing certain Service engagements. The Service Agreement incorporates these Terms and all applicable Service Descriptions and Statements of Work, and specifies engagement-specific information such as the prices, service levels, covered products, service delivery locations and other details relating to the particular engagement.

"Service Description" refers to the COMPAQ document that describes the attributes of a particular Service and COMPAQ's and Customer's responsibilities relating to that Service.

"Software" refers to computer programs, including databases and license keys.

"Statement of Work" refers to the document used by COMPAQ to describe customized Services. A Statement of Work may (i) describe the attributes of the customized Services to be provided and COMPAQ's and Customer's responsibilities relating to such Services, (ii) specify the price for such Services, and (iii) include technical and administrative requirements associated with such Services.

2. PRICES

The prices for Services will be specified in a Quotation, Service Agreement or Statement of Work, or, in the absence of such documents, prices will be as specified in the Price List. The prices exclude and Customer is responsible for all applicable sales and use taxes. The prices for Services may be adjusted by COMPAQ at the end of the initial service period of each Service Agreement upon ninety (90) days written notice.

3. ORDERS

All orders are subject to these Terms and are subject to acceptance by COMPAQ. Electronic and facsimile orders and acknowledgments satisfy any legal requirements that agreements be signed and in writing.

Cancellation or reschedule charges for Services will be as specified in the Service Description or Statement of Work.

4. PAYMENT

Payment for Services is due upon receipt of invoice.

5. SERVICE MATERIALS

COMPAQ service materials, including proprietary Software tools and associated documentation used by COMPAQ or a service provider authorized by Compaq in the delivery of Services remain the exclusive property of COMPAQ. Customer may use the service materials only for activities relating to the delivery of, and only during the term of, the applicable Services. Use of proprietary Software tools is subject to the associated proprietary Software tool license terms. Customer may not modify, remove or transfer the service materials or make them or any resultant diagnosis or system management data available to other parties without COMPAQ's prior written consent. Upon termination of the applicable Services, Customer will at COMPAQ's option destroy or return all service materials in its possession. Replacement parts may be new or refurbished. Replaced parts become the property of COMPAQ or the service provider.

6. LIMITED WARRANTIES

COMPAQ Services

COMPAQ warrants that Services will substantially conform to the Service Description and any applicable Statement of Work. COMPAQ will remedy non-conforming Service provided Customer notifies COMPAQ of any non-conformance within thirty days after the performance of the non-conforming Service.

If in COMPAQ's opinion, COMPAQ is unable to otherwise remedy the non-conforming Service, COMPAQ may refund all or a portion of the purchase price of the non-conforming Service.

Any Customer site access requirements will not be enforceable to either increase the obligations or liabilities or reduce the rights of COMPAQ, its employees, or authorized service providers.

Customer will not directly solicit COMPAQ's or its authorized service providers' employees involved in the performance of Services for Customer to undertake employment with Customer or any affiliated company during the performance of such Services or for a period of one (1) year thereafter.

Customer will maintain as confidential and will not disclose to any third party prices or pricing reductions offered Customer.

These Terms and any Service Agreement, Service Description, Statement of Work, or dispute arising in connection with Services will be governed by and constructed under the laws of the State of Texas.