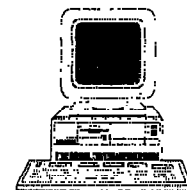


# San Mateo County CAL-ID REMOTE ACCESS NETWORK BOARD INTER-AGENCY CORRESPONDENCE



Date: June 14, 2001  
Hearing Date: July 31, 2001

TO: Honorable Board of Supervisors  
FROM: Frank Hedley, Chair, CAL-ID RAN Board  
SUBJECT: Approval of Contract With Telecommunications Engineering Associates (TEA) For CAL-ID System Network

**RECOMMENDATION:** Adopt a Resolution approving the recommendation of the San Mateo County CAL-ID RAN Board, and authorizing the Sheriff to execute an Agreement with Telecommunications Engineering Associates for the installation of a comprehensive network for the countywide CAL-ID System, and two subsequent years of system maintenance, in the total amount of \$420,278.

### Background

The California Fingerprint Identification System (known as CAL-ID) was established by statute in 1985. Through its computerized Remote Access Network (RAN), CAL-ID collects and distributes automated fingerprint identification information through the County's criminal justice community. The Cal-ID System is governed by a seven-member RAN Board comprised of County Supervisor Mike Nevin, Sheriff Don Horsley, District Attorney Jim Fox, Mayor Franzella of San Bruno, Police Chiefs Gary Missel and Gary McLane, and myself, representing the City Managers. Staffing is provided by various personnel in the Sheriff's Office, and under system maintenance contracts for hardware and software support, as well as network support as required from the County's Information Services Department.

In August, 2000, based on a recommendation from the RAN Board, your Board approved Resolution 63847, executing an Agreement with Atomic Tangerine for development of a comprehensive CAL-ID network plan, designed to integrate the planned CAL-ID network upgrade with emerging technologies and other criminal justice-related databases and networks now in existence or underway, within a secured intranet framework. The plan included field visits, inventories and assessments of all County law enforcement or criminal justice agencies which would be connected to the network, called LawNet, and also included hardware requirements for each agency in addition to network server and backbone requirements. Based on the completed Atomic Tangerine plan, County agencies which received California Law Enforcement Telecommunications Enhancement Program (CLETEP) grant funds all agreed to utilize a portion of their grants to acquire the necessary network connectivity components, as well as on-site hardware upgrades.

Based on the Atomic Tangerine network plan, a subcommittee was appointed in the late fall of 2000 to develop a Request For Proposals (RFP) for implementation of LawNet, and to administer the selection process. The subcommittee was composed of Cindy Brandon, Executive Director of the Criminal Justice Council; Police Chiefs Jim Grannuchi of San Carlos and Greg Cowart of Millbrae; and Sheriff's personnel Captain Paul Feyling, IT Manager Steve Barretta, and Deputy Director of Administration Lee Lazaro. Chris Flatmoe, County Information Services Deputy Director of Operations, additionally provided consultative assistance. The RFP was released in early February, 2001. The table in Attachment A provides details of the RFP process.

Out of 26 potential network contractors to whom the RFP was issued, there were three final respondents. An in-depth review of the proposals was conducted, and the subcommittee recommended to the full CAL-ID RAN Board, at their April 27, 2001 meeting, that a proposed contract be developed with TEA and presented to the Board of Supervisors for approval.

TEA has extensive network development and maintenance experience within San Mateo County and the surrounding areas. Their clients presently include 21 cities and/or associated police departments, two Counties (San Mateo and Santa Cruz), six fire protection districts, two JPA authorities including FireNet Six and the countywide Pre-Hospital Emergency Services Group JPA, and TEA has performed work for both San Mateo and Santa Cruz County public safety dispatch centers. Their RFP response indicated the best grasp of the complexities and challenges of this undertaking, and their successful record and positive references with local government agencies indicates their ability to manage and implement this extensive network. Several of the projects undertaken for city clients involved agency-wide integration and interconnection of city facilities, buildings and networks. TEA's fees were comparable to or lower than the other RFP respondents.

### **Contract Requirements**

Under the proposed contract, TEA will:

- a) Establish a project management team with CAL-ID, city/county agency and TEA representatives to address and make decisions regarding the numerous issues which will need to be resolved during the project, such as security issues, and provide a Tactical Program Plan for the project;
- b) Deliver a documented network design that includes a network management system, network security policy and access methods, implementation plan and ongoing costs;
- c) Procure, install and test required area-wide network hardware and software, and inventory and integrate existing communications and on-site hardware already acquired by various agencies under the CLETEP grant program, to complete the full LawNet network;
- d) In conjunction with the CAL-ID steering committee and participating agencies, develop and implement an ongoing maintenance program that includes system security administration, network back-up, redundancy, and disaster recovery protocols, hardware and software maintenance, a regular steering committee meeting process, and other considerations.

The completion of initial LawNet installation is expected to take 104 days or approximately three months from the date of execution. Milestone dates are dependent on ready availability of components and installation access schedules for host sites and participating agencies. It is possible installation of certain sites may take longer than the rest of the network participants. Cutover of individual agencies onto the network will follow and that timetable will largely be dictated by the agencies schedules and requirements, but should be completed in a timely and orderly manner.

The RAN Board is recommending this contract to your Board in anticipation that the end result will be

the development of the core backbone for a truly integrated, countywide criminal justice information network which provides shared access to critical databases and systems while ensuring state-of-the-art security to protect against unauthorized use of restricted information. As a beneficial spin-off, the resulting Intranet infrastructure should provide long-planned, secure access to County systems such as CJIS. Therefore, continued active participation by County ISD and city information technology staff in this project is envisioned.

### **Fiscal Impact**

Total contractual fees for the one-time 2001-02 installation effort are \$260,110, which includes first year, post-implementation maintenance. Payments will be made in progress payments based on established milestones. There is an additional 10% contingency (\$25,000) which will only be used for authorized project change requests, if these arise. It is proposed that a three-year contract be established, with annual follow-on maintenance costs in 2002-03 and 2003-04 of a flat \$67,584 per year. The full cost of the contract across the three-year period, including the project contingency, is \$420,278.

The RAN Board is recommending that for FY 2001-02, the one-time installation cost be financed through the countywide CAL-ID Operating Fund, using funds set aside in the 2001-02 CAL-ID Budget, presented to your Board for approval under separate cover. There should be no appreciable net General Fund cost other than already budgeted staff hours for various County personnel involved in the project. Costs for ISD participation in the project can be charged to various existing work authorizations for CAL-ID, the Message Switch, or the CJIS Shared account. Future year annual costs for TEA system maintenance (\$67,584), and estimated Pacific Bell line charges and County staff administration hours, totaling around \$70,000 per year, are planned to be included in the annual Message Switch budget. The latter costs are not all additional, as the LawNet network will replace and update components, transmission methods and costs incurred in the present Message Switch network, resulting in offsetting savings. The net cost increase in future County Message Switch budgets should thus be moderate, and will in any event be spread amongst the existing 32 user agencies, most of which are non-County agencies.

The Agreement has been reviewed as to form by County Counsel. Due to the unique and multi-jurisdictional nature of this project, we are recommending that, within the total cost limit and general project scope and parameters set forth above, the Sheriff be authorized to execute the proposed Agreement, change orders, and amendments regarding project details which do not affect the contract's total cost on behalf of the RAN Board.

cc      *CAL-ID RAN Board Members*  
          *Luther Perry, Director of County Information Services*  
          *Carol Woodward, Deputy County Counsel*

## **ATTACHMENT A - CAL-ID NETWORK RFP PROCESS**

<b>KEY CRITERIA</b>	<b>RFP SPECIFICS</b>
<b>1. General Description of RFP</b>	Contracting services for installation, integration with existing computer systems, and subsequent follow-on maintenance of a Countywide CAL-ID & related law enforcement systems Intranet (LawNet)
<b>2. Key Evaluation Criteria</b>	<p><u>Specified in RFP:</u></p> <ul style="list-style-type: none"> <li>- Qualifications &amp; prior successful experience with similar projects, preferably in a law enforcement environment;</li> <li>- General business experience &amp; depth to successfully undertake &amp; complete a complex installation effort;</li> <li>- Workplan; timeframes; approach and methodology to managing the project;</li> <li>- Organization &amp; thoroughness of major steps &amp; tasks proposed to complete the project;</li> <li>- Project staffing; team skills, experience, background, and expertise;</li> <li>- Completeness of proposal &amp; effectiveness of written proposals &amp; presentation;</li> <li>- Adequacy &amp; relevancy of client references submitted in proposal;</li> <li>- Demonstrated ability to complete work on schedule and to client's satisfaction;</li> <li>- Reasonableness of proposed installation hours &amp; fees, proposed hardware costs, and for proposed follow-on annual maintenance cost.</li> </ul>
<b>3. How was RFP Advertised &amp; Circulated?</b>	<ul style="list-style-type: none"> <li>- Noticed on appropriate websites</li> <li>- Utilized mailing list developed for previous Phase I (Network Plan) RFP - integrated from State DOJ CAL-ID list; ISD consulting list; Criminal Justice Council list; and lists developed by various City technology departments</li> <li>- RFP copies mailed to listees and to all other requestors</li> </ul>
<b>4. Total Number of RFP's sent to Prospective Bidders</b>	RFP's were issued to <b>26 firms</b> including County ISD; list on file with Sheriff's Office
<b>5. Pre-Proposal Conference</b>	Proposer's conference held 2/22/2001 in Room 101 to go over RFP, clarify information and answer any additional questions; <b>eleven</b> consultant representatives from <b>five</b> firms attended.
<b>6. Proposals Received</b>	<b>Three</b> proposals and one letter of non-intent to bid were received by the RFP deadline of March 7, 2001; there were no late submissions. The three proposers were:

KEY CRITERIA	RFP SPECIFICS
	<ul style="list-style-type: none"> <li>· Atomic Tangerine, Menlo Park, CA</li> <li>· TEA, San Carlos, CA</li> <li>· SBC,</li> </ul>
<p><b>7. RFP Review</b></p>	<p>The three proposals were reviewed in depth and ranked by RFP Subcommittee members listed in Board report, based on the evaluation criteria noted above. References were also checked. The RFP provided for an optional further screening process to three finalists, depending on the number of proposals received - however, as there were just three proposals total received, this was not required.</p>
<p><b>8. Evaluation Results</b></p>	<p>Telecommunications Engineering Associates was selected based on their clear grasp of the requirements and challenges of the project as demonstrated by their allocation of project tasks &amp; hours; the depth &amp; experience of their project team; extensive successful implementation experience with 32 city, county &amp; special district clients, many here in San Mateo County; strong references, and demonstrated ability to work successfully with law enforcement agencies in the implementation of complex network projects, including the FireNet Six JPA.</p>
<p><b>9. Cost Comparison</b></p>	<p>Cost proposals were closely grouped indicating all proposers had a good grasp of the project from the RFP. Implementation costs ranged from a low of \$255,211 to a high of \$313,813. Follow-on annual maintenance costs ranged from a low of \$70,400 to a high of \$85,171. TEA's proposed implementation cost was in the middle at \$260,110, and their proposed annual maintenance was the lowest at \$70,400 (which has been further reduced in subsequent negotiations to \$67,584.)</p>

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE SHERIFF TO EXECUTE, ON BEHALF OF THE CAL-ID RAN BOARD, AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TELECOMMUNICATIONS ENGINEERING ASSOCIATES (TEA) FOR INSTALLATION AND FOLLOW-ON MAINTENANCE OF A COUNTYWIDE CAL-ID LAW ENFORCEMENT NETWORK**

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

**WHEREAS**, there exists a need within the County of San Mateo CAL-ID System to implement a comprehensive CAL-ID and affiliated law enforcement network, pursuant to the comprehensive network plan previously prepared and authorized by this Board of Supervisors; and

**WHEREAS**, the San Mateo County CAL-ID Random Access Network (RAN) Board, a duly constituted advisory board for the San Mateo County CAL-ID System, did authorize development and release of a Request For Proposals (RFP) for this purpose; and

**WHEREAS**, representatives of said RAN Board did, in light of said direction, conduct an extensive Request For Proposals process in accordance with the Government Code, and have selected through that process and recommended to this Board an Agreement with an independent contractor, TEA of San Carlos, California, for the implementation of said network; and

**WHEREAS**, this Board finds that it is necessary and desirable that an Agreement be executed with said contractor, for implementation of an integrated CAL-ID-based secured Intranet, known as LawNet, and two years of follow-on maintenance, in an amount not to exceed Four Hundred Twenty Thousand, Two Hundred Seventy-Eight Dollars (\$420,278); and

**WHEREAS**, this Board has been presented with a form of the Agreement, and has examined and approved it as to both form and content, and desires to enter into the Agreement:

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED THAT:** the Sheriff of San Mateo County be, and is hereby authorized and directed to execute said Agreement between the County of San Mateo and TEA for and on behalf of the County of San Mateo CAL-ID RAN Board.

\* \* \* \* \*

**AGREEMENT**  
**BETWEEN COUNTY OF SAN MATEO**  
**AND TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

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This Agreement entered this \_\_\_\_\_ of \_\_\_\_\_ 2001, by and between the **COUNTY OF SAN MATEO** a political subdivision of the State of California, hereinafter called "COUNTY" and **TELECOMMUNICATIONS ENGINEERING ASSOCIATES**, hereinafter called "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services hereinafter described as the development of a County-wide law enforcement network (LawNet) for law enforcement agencies in San Mateo County; and

**WHEREAS**, the CAL-ID RAN Board provides that the County will be the contracting agency for the CAL-ID RAN Board; and

**WHEREAS**, the CAL-ID RAN Board has conducted an RFP to select a contractor to design the San Mateo County LawNet; and

**WHEREAS**, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, a description of services provided by Contractor is attached hereto and incorporated into the Agreement by this reference as Exhibit A.
2. Payments.
  - A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay Contractor for such services rendered under this Agreement shall not exceed \$420,278.
  - B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit A. Any rate increase is subject to the approval of the Sheriff or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit A be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Sheriff or his designee.
  - C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit A. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. **Relationship of the Parties.** It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an Independent Contractor. Further, as an Independent Contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.
4. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. **Hold Harmless.** Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **Insurance.** The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County of San Mateo. The Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. New Certificate of Insurance shall be provided to County on a timely basis upon each occasion that Contractor's insurance is renewed for an additional term.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the County of San Mateo at its option, any, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

- A. **Workers' Compensation and Employer Liability Insurance.** The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:



*I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.*

- B. **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

*Such insurance shall include:*

<i>(1) Comprehensive General Liability</i>	<u>\$ 1,000,000</u>
<i>(2) Motor Vehicle Liability Insurance</i>	<u>\$ 1,000,000</u>

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment I (and II).

7. **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 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.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

8. Records. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

9. Compliance with Applicable Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

10. Interpretation and Enforcement.

- A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:  
San Mateo County Sheriff's Office  
Steven Barretta, Technical Services Manager  
400 County Center  
Redwood City, CA 94063

Or to such person or address as County may, from time to time furnish to Contractor.

- 2) In the case of Contractor, to:  
Telecommunications Engineering Associates  
Daryl Jones, Owner  
1160 Industrial Road, Bldg. 15  
San Carlos, CA 94070

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

11. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modification shall be in writing.
12. Term and Termination. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be in effect July 1, 2001 to June 30, 2004. This Agreement may be terminated by Contractor, Sheriff or his designee at any time upon thirty (30) days written notice to the other party.

If this Agreement is terminated early, County and Contractor shall mutually negotiate an acceptable pro-rated reimbursement to Contractor, covering expenses incurred by Contractor to date of termination for work completed to County's satisfaction.

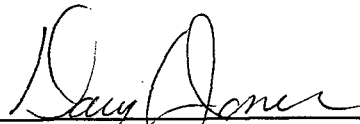
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**  
*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_  
Don Horsley, Sheriff  
San Mateo County Sheriff's Office

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

**TELECOMMUNICATIONS ENGINEERING  
ASSOCIATES**

By: 

Date: 07/18/2001

Tax I.D. Number: 94-3382677

**EXHIBIT A**  
**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND**  
**TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

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**CAL-ID LawNet Implementation**

**~ STATEMENT OF WORK ~**

**1. INTRODUCTION.** In 1999, the San Mateo County Board of Supervisors, through the RAN Board, contracted with the consulting firm Atomic Tangerine to develop recommendations for implementing a County-wide law enforcement network (LawNet). The CAL-ID RAN Board, at the recommendation of their selection committee and the CAL-ID administering agency of the San Mateo County Sheriff's Office, selected Telecommunications Engineering Associates (T.E.A.) as the contractor for the implementation of LawNet on April 27, 2001. Final approval of the selected vendor, and award of the contract to that vendor, will be by the San Mateo County Board of Supervisors.

**2. PROJECT SCOPE.** T.E.A. shall provide all design, procurement, installation, and configuration services necessary to construct the LawNet intranet, as described in these specifications set forth herein and in Attachment A. The project is divided into six tasks:

- A. Project planning and mobilization
- B. Site planning and supervision of installation for the dedicated T-1 and ISDN circuits
- C. Provision and installation of central equipment at two hub locations (the Northern and Southern hubs)
- D. Installation of client-supplied remote equipment at each of the remote sites, and verification of connection to central hub
- E. Assistance to remote users in configuring their systems to meet security and network requirements
- F. On approval of each remote user by the CAL-ID RAN board, connect remote users and/or networks to the remote router, and test operation

Also included is ongoing annual maintenance of the constructed and installed system for the second and third year of operation of the network, at a net annual dollar amount of \$67,584 per year.

**3. PROJECT OBJECTIVES.** The objective of the project is implement a fully functional, secure intranet for county law enforcement agencies that will allow for connectivity of CAL-ID LiveScan and related systems at each law enforcement agency.

**4. PROJECT ASSUMPTIONS.** Within the Scope and Objective of the Project, the Contractor assumes that the number of County Agencies will not exceed 22 as per proposal. Other agencies not a party of this contract or Counties RFP may contract separately for connectivity at the hourly rate set forth in Contractor's proposal. The Contractor also assumes that qualified County personnel will be available as needed and detailed information regarding the existing network and applications will also be available.

Further, any issues that may arise which will impact either, the time line, or integrity of the network will be brought to the Chief's Technical Subcommittee for resolution.

**5. PROJECT DELIVERABLES AND PROJECT SERVICES.** In performance of this Statement of Work, the Contractor will provide the County with the following project deliverables ("Deliverables"):

- A. The Contractor will provide the County a list of Contractor Team Members. Furthermore, in order to comply with the County LiveScan Background Check Requirements, additional personal data will be supplied for those individuals that will be conducting the site surveys.

The Contractor will provide a tactical Project Plan consisting of tasks to be performed, Team Members assigned to those tasks, and the anticipated task completion schedule.

***[Milestone A – two weeks after Agreement executed.]***

- B. T.E.A. will deliver a documented network design that will consist of the following sections:

- (1) Network Management system that will be implemented, including:
  - a) Escalation procedures.
  - b) A network diagram including Circuit locations and ID's, for the entire LawNet configuration, including servers and remote equipment.
  - c) An audit and report mechanism accessible by CAL-ID support staff that will comply with CLETS and NCIC audit requirements.
  - d) A discussion and recommendation of disaster recovery methods for network outages.
  - e) A notification plan for system maintenance and upgrades.
- (2) Recommended Network Security policy and access methods.
  - a) General End-User Site Requirements
  - b) Site networking infrastructure consistent with CLETS policy
  - c) Site network hardware components configuration
  - d) Site network security policy and access methods
  - e) Interfacing with existing site CAD / RMS and application systems
- (3) Cut Over Plan will be developed for individual participating agencies.

***[Milestone B - 45 days or earlier following completion of Milestone A.]***

- C. Contractor will implement, install, and test the designed network, to include:
- 1) Cisco (County Standard) hardware components delivery and physical installation
  - 2) Install and test host servers and network hardware and connectivity
  - 3) Develop network management solutions and install on servers as required
  - 4) Site specific equipment installation
  - 5) Common carrier facilities installation
  - 6) Cost demarcation point identified
  - 7) Final acceptance testing completed
  - 8) Network support staff and general organization requirements defined
  - 9) County acceptance of system

**[Milestone C - 60 days or earlier following completion of Milestone B.]**

- D. Contractor will maintain the installed system on an annual basis, including network, hardware and network software system and components, to the satisfaction of the CAL-ID RAN Board.

**6. INSTALLED HARDWARE.** Installed hardware is specified as follows:

Cisco 7204 router, 4 slot chassis, AC power	Qty. 2
Cisco S72CK2-12106 IOS IP=Plus IPSEC 3 DEC	Qty. 2
Cisco C7200-I/O-FE input/output controller with Fast Ethernet port	Qty. 2
Cisco NPE-225 network processing engine	Qty. 2
Cisco PA-FE-TX FastEthernet adapter	Qty. 2
Cisco PA-MC-8T1 8-port multichannel T1 adapter with integrated SCU/DSUs	Qty. 4
APC1400 UPS (for cities)	Qty. 21
Installation materials and supplies	Qty. 2
Rack-mount dual Pentium-III server w/ 2 18GB drives and 256 MB Ram	Qty. 2
Equipment cabinet	Qty. 2

**7. COUNTY RESPONSIBILITIES.** In order to enable a successful and timely implementation of this project, the County is responsible for the following:

- A. Providing appropriate access to County management, staff, data center facilities, and resources identified as essential to complete work activities. This includes appropriate work areas with desks, chairs, terminal access, and access to authorized datasets, as may be required to complete work activities.
- B. Communicating with the designated Contractor Team Leader and making available County staff to participate, as may be required during the course of project activities.
- C. Directing requests for assistance required in this project to the Contractor Team Leader.
- D. Notifying the Contractor Team Leader of any system, application, or equipment modifications known to be potential problems, or deviations from industry standard practices.
- E. Providing all other equipment, information and materials that may be identified from time to time as essential to perform work activities.
- F. Cooperating promptly in the overall project, understanding that time is of the essence, particularly regarding requests for documentation and informational meetings.

**8. PRIMARY CONTACT.** The primary contact for the County is Steven Barretta, Technical Services Manager, and the primary contact for the Contractor is Daryl Jones, T.E.A. owner. Such contacts may from time to time designate a representative to act on their behalf.

**9. TERM.** The term of the Agreement will commence on July 1, 2001 through June 30, 2004. County may choose to renew this Agreement for an additional two (2) years, through June 30, 2006 at the net annual cost of \$67,584 per year, by a written letter from County to Contractor to be received no later than thirty days prior to expiration of this Agreement.

**10. PROJECT REPORTING AND PERFORMANCE.** The Contractor shall make available resources that have the requisite technical and project management expertise to successfully complete work activities required during the course of the project effort. Contractor personnel will be managed by the Contractor Team Leader and may take work direction from designated County management. The Contractor will designate a Team Leader who will have overall project responsibility, interface directly with the County Team Leader, and will provide regular status reports.

Services will be provided primarily during a standard Monday through Friday 8:00 a.m. to 5:00 p.m. work week. However, the Contractor and County recognize that, on occasion, work activities may require scheduling of services outside a standard workweek. Services required outside a standard workweek will be mutually agreed to in advance by Project Team Leaders.

The Contractor reserves the right to supplement resources when, in its best judgment, work assignments, tasks, or project activities will benefit from such expertise. If for reason of training, vacation, or illness, staff who would normally complete project activities is unavailable; Contractor will notify County and provide temporary replacement resources.

Contractor shall adhere to project Milestones as noted in Section 5, above. Contractor shall not be penalized for delays caused by others, including the telephone company, participating cities and the County.

**11. PROJECT FEES.** The total payment for services under this Statement of Work shall not exceed \$395,278, consisting of \$178,090 for professional and installation fees and up to \$82,020 for project related expenses to be paid in the first year pursuant to Section 12 below, and \$67,584 per year for a total of \$135,168 for the second and third year period ending June 30, 2004 for follow-on maintenance services.

**12. AMOUNT AND METHOD OF PAYMENT.** Amount and method of payment shall be as follows:

- A. 50% of first year cost, or \$130,055 upon receipt of all hardware, as verified by County staff [Milestone C-1];
- B. 20% additional, or \$52,022 upon completion of installation phase, to County's satisfaction: Site surveys (cities), installation of racks at the hub locations, core routers and UPS, servers and end-node routers [Milestone C-2];
- C. 20% additional, or \$52,022 upon completion of final acceptance testing, to County's satisfaction: On approval of each client configuration by the CAL-ID RAN Board, connect remote users and/or networks to the remote router. Test operation and security of the LawNet connection at each connected agency, using test methods and forms developed by the vendor and approved by the CAL-ID RAN Board [Milestone C-7];



- D. The remaining first year's balance (10%, or \$26,011) upon reasonable completion of project expectations to the satisfaction of the County Chiefs' of Police Technology Subcommittee [Milestone C-9];
- E. An installation contingency of \$25,000 (approximately 10%) is set aside for changed for changes an addition to scope of work or unanticipated contingencies, which shall not be expended in part or full except at County's sole discretion.
- F. Annual maintenance for the period of July 1, 2002 through June 30, 2003 in the amount of \$67,584 to be paid upon Contractor's invoice no later than September 30, 2003 [Milestone D];
- G. Annual maintenance for the period of July 1, 2003 through June 30, 2004 in the amount of \$67,584 to be paid upon Contractor's invoice no later than September 30, 2003 [Milestone D];

**13. CHANGES OR ADDITIONS TO STATEMENT OF WORK.** Either the Contractor or County may request changes or additions to this Statement of Work by submitting to the other party a Project Change Request, which shall include a cost for the proposed change. County has sole discretion to approve change requests.