
AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

THIS AGREEMENT, entered into this ____ day of _____, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC., hereinafter called "Contractor";

WITNESSETH:

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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of upgrading the Computer Aided Dispatch (CAD) and Message Switching System (MSS) hardware.

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

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Services
Exhibit B - Payments and rates
Attachment I - §504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B."

The County reserves the right to withhold payment, of the product or services in question, if the County and Contractor mutually determine that the quantity or quality of the work performed is not in accordance with this Agreement. Total specified obligation to Contractor under this

Agreement is **FOUR HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND THIRTY-THREE DOLLARS (\$434,533.00)**, as set forth in the Payment Schedule in Exhibit B. Additionally, County holds in reserve for contingencies the amount of FORTY-THREE THOUSAND FOUR HUNDRED AND SIXTY-SEVEN DOLLARS (\$43,467), which may be used at County's sole discretion for unanticipated changes in products or services as may be required in the course of this Agreement. In no event shall the County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$478,000)**.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **AUGUST 1, 2006 THROUGH APRIL 30, 2007**.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Nothing herein shall be construed as granting any intellectual property rights in the intellectual property or software of Contractor or any of its suppliers. Upon termination, the Contractor may make and retain a copy of such materials.

Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding. Contractor shall be entitled to receive payment for work/services provided prior and up to said unavailability of funds.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

Contractor shall indemnify, defend and hold harmless County, its officers, agents, employees, and servants from any and all claims, demands, suits, mechanics liens, results of legal proceedings, judgments sanctions, incurred liabilities, financial loses, physical injuries or death, property damage, fines, penalties, extraordinary expenses or actions brought against County or its staff as defined above, which in any way arise out of or result from wrongful, negligent, incompetent, or willfully intentional acts, errors of significant omissions of Contractor or its officers, employees, agents, subcontractors or consultants, in the performance of services required and/or payment made pursuant to this agreement.

Contractor shall not be liable for and County shall hold Contractor harmless from financial responsibility for any and all actions, suits, judgments, penalties or other third party damages, which may arise solely out of or result from wrongful, negligent, incompetent, or willfully intentional acts, errors, or significantly omissions by the County or its officers, employees, agents and servants, in the performance of actions and services required to support Contractor's successful performance of duties as outlined under this agreement, except any action which

arises solely and exclusively out of the negligent or intentional acts of Contractor.

If any action arises out of the concurrent negligence of Contractor and County, then the liability for any damage in that action shall be apportioned between Contractor and County in accordance with the California statutes and case law regarding comparative negligence.

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.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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 the work of this 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/her 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 claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself 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:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$1,000,000
- 3) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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 canceled, the County of San Mateo at its option, may, 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.

10. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* 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: including but not limited to:
1. Termination of this Agreement;
 2. Disqualification of Contractor from budding on or being awarded a County contract for a period of up to 3 years; and
 3. Liquidated damages of \$2,500 per violation.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. COMPLIANCE WITH CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

14. MERGER CLAUSE

This Agreement, including the Exhibits 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 this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. 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.

16. NOTICES

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

In the case of County, to:

San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Northrop Grumman Information Technology, Inc.
Attn: John Kouri
12005 Sunrise Valley Drive
MS C202
Reston, VA 20191

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: _____
PRESIDENT, BOARD OF SUPERVISORS

Date: _____

ATTEST:

By: _____
CLERK OF SAID BOARD

**NORTHROP GRUMMAN INFORMATION
TECHNOLOGY, INC.**

By: _____
(SIGNATURE)

(PRINTED NAME)

Date: _____

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. PROJECT OVERVIEW.

Northrop Grumman will port the current San Mateo County CAD system and County Message Switch System (MSS) from the current VAX hardware platform to the HP Integrity platform with complete duplication in functionality.

The new computer hardware will consist of a 2-node Integrity "cluster", 2 identically-configured, fully redundant servers with access to the cluster's RAID (replicated disk) array. Each CPU features local, but identical system disks and 2GB of memory. The RAID array will consist of 14 virtual disks with approximately 252GB of space (126 million VMS blocks). The RAID will hold all the CAD and MSS source, executable and data files, meaning the live CAD and live MSS can run from either server with no effect on performance or functionality.

Since the Integrity hardware uses a 64-bit, RISC system architecture, as compared to the 32-bit system architecture of the VAX platform, Northrop Grumman will upgrade the San Mateo County systems to the Integrity-compatible version of the Northrop Grumman Message Switch System, known as MSS40. Site-specific changes for the County's underlying VAX-based CAD/MSS & stand-alone MSS will then be integrated into MSS40.

The scope of work includes the migration of Northrop Grumman-written code only. County will be responsible for the migration of any CAD and MSS code not written by Northrop Grumman. To assist the County with this effort, Northrop Grumman will provide the internal migration document as it is currently written by Bob Wood at no additional cost. This document contains Northrop Grumman proprietary information and is internal to Northrop Grumman for use by its programming staff as a "guideline". Therefore, Northrop Grumman will not guarantee its completeness or overall suitability for the County's staff.

Should the County need assistance porting its "non-Northrop Grumman" code, Northrop Grumman can provide it on a time & materials cost basis.

The ported system will include the capability of transferring MIS data from the CAD system to the County's existing Database Switch (DBS) and Oracle MIS running on a VAX computer.

The various systems will be configured on the new Integrity cluster similar to the County's existing set-up:

- a single source code directory structure accessible from either server
- live CAD executing on one server
- live MSS and test CAD running on the other server
- all executables and data files will reside on clustered disks so any system can run on either server at any time
- all live data files will reside on RAID1 (hardware mirrored) or RAID ADG (Advanced Data Guard) disks
- the LIVE DBS system will still run on the existing VAX

A. Project Implementation.

Upon acceptance by Northrop Grumman of a purchase order for hardware and application services offered under this Scope of Work, Northrop Grumman will order and coordinate delivery of the HP rx2620-2, single-CPU Integrity hardware. Factory authorized HP technical staff will handle the initial equipment install at your site. A Northrop Grumman technical staff member will be on site during installation to supervise HP's efforts.

Northrop Grumman's technical staff will perform the majority of software migration at Northrop Grumman's San Francisco facility. Northrop Grumman will upgrade the San Mateo County CAD & MSS systems to the Integrity-compatible version of the Northrop Grumman Message Switch System (MSS40). Site-specific changes for the San Mateo County systems will then be integrated into MSS40. This layered migration approach insures all existing site-specific CAD and MSS functionality will be maintained.

Northrop Grumman will port the following interfaces (TIOPs);

ALI, ANI/ALI interface	FULL
MSSTCP, PCMSS	FULLPC
PCCOM, old PC client	CLET2, state
SRVUDP, mobiles	AWSTCP, Alameda County
PET, pager	UMSG, Undeliverable message log
QUEUES, FAX queues	YNI, for MIS transfer
Z26, Zetron	BRD, console
ZFSP	PRT, generic printer
ZLOG	DEC, generic programmer
ZET	SNALU6, sna
MDA	SRVT, PCMSS
SNAMS, SNA Gateway	LLOG, system message logging
SNA, SNA Gateway	MLOG, system message logging

However, Northrop Grumman will not be "migrating" some of the above TIOPs, e.g. BRD, PRT, DEC, LLOG and MLOG, Northrop Grumman will simply install the MSS40 version of the TIOP. If Northrop Grumman installed some special code in any of the above, then Northrop Grumman is responsible for including it on the Integrity versions.

Upon the completion of the initial software migration, Northrop Grumman will install the Integrity-compatible project code on the new San Mateo County systems for user testing by the County.

Depending on the nature of the CAD and MSS code written by San Mateo County, it may be necessary for Northrop Grumman technical staff to examine County-written code during the course of the migration. Also, in order to deliver an initial CAD and MSS system for operator testing, Northrop Grumman may find it necessary for the San Mateo County technical staff to convert ("Integritize") some of its code (or contract with Northrop Grumman to do so) during the initial porting process.

After Northrop Grumman has delivered the initial port of the CAD & MSS systems to the new San Mateo County Integrity cluster, Northrop Grumman will notify the County when functional testing can be performed on the systems and will be onsite to manage the interface testing (ANI/ALI, CLETS, SNA, etc.) on both systems. Northrop Grumman will provide the County with a minimum notice of five (5) business days to allow them to coordinate the appropriate personnel for the functional and interface testing.

After functional testing of both CAD & MSS is completed, Northrop Grumman will coordinate with San Mateo County to resolve problems within Northrop Grumman control and in accordance with this Agreement with the system which could prevent cut-over to the new system. Once these problems are resolved, Northrop Grumman will provide a

cut-over schedule to the County outlining the plans to switch the live CAD and MSS from the existing VAX-based system to the new HP Integrity cluster. San Mateo County and Northrop Grumman will select a date, to be mutually agreed upon in writing, for system cut-over. Northrop Grumman technical staff will be onsite to oversee the cut-over process and work with County staff to resolve any problems arising after the cut-over to live operations on the new systems.

2. SCOPE OF WORK.

A. Prior to Project Commencement.

Northrop Grumman requires a code freeze to be in effect 10 business days prior to the commencement of this project. A complete, error-free system build (ASMALL) must be performed 10 business days prior to commencement of the project. All current source code must be in operation on the corresponding live systems 5 business days prior to the beginning of the project.

The following system enhancements are included in this scope:

- Extension of CAD incident history retention to 2 years (Incident history retained on cutover)
- Extension of CAD unit/system history retention to 6 months (existing unit & system histories deleted)

Priced as an optional, "Phase II" enhancement:

- Installation of the Desktop MSS (GUI) PC client
 - One 2-4hr Design Meeting
 - Configure Desktop MSS
 - Modify CAD to support Desktop MSS
 - Onsite install and testing support
 - Cut-over and post cut-over support

Should San Mateo County wish to purchase Desktop MSS, Northrop Grumman will not begin work until the new CAD and MSS systems have been "accepted" by the County and in live operation for at least 30 days.

B. Work / Services Not Included.

- Programmer time to assist with porting code written by San Mateo County
- Porting of the County's DBS or MIS or any of their Oracle databases
- CAD or MSS "Watchdog" product

C. Work / Services to be Performed.

- Purchase the HP Integrity Server hardware and necessary HP Software licensing as described in the Material List section of this Agreement. Three year uplifted 24x7 hardware and software warranty is included.
- Oversee onsite delivery of Integrity server hardware by HP
- Installation, configuration and network integration of the new 2-node Integrity cluster, includes:
 - Installing version 8.2 of **OpenVMS** operating system
 - Copy existing user accounts
 - Copy existing batch and print queues
 - Integration of the Integrity servers into the existing San Mateo County LAN/WAN
 - Setting values for key **OpenVMS** system parameters necessary for CAD & MSS
 - Installation of necessary **OpenVMS** licenses and HP layered products
 - Installation of TCPWare software provided by the County
- Configure the cluster's RAID array
- Configure DECServers (terminal servers) and LAT settings to match the existing system
- Copy CAD/MSS source code and set-up of TEST & LIVE systems for CAD and MSS on the new Integrity cluster
- Migrate the San Mateo County CAD & MSS to the new hardware platform
- Perform initial system builds (ASMALL) for CAD/MSS
- Perform initial CAD & MSS testing
- Perform thorough interface testing on the new hardware all CAD interfaces; includes state/NCIC database connection, AWS connection, mobile terminals, ANI/ALI, SNA Gateway, etc. Assistance from San Mateo staff will be required
- Create and test new HDMP and CADxH programs
- Create Bug fixes for Northrop Grumman code, as required
- Transfer live data files (not requiring conversion) from the existing system to the new system
- Provide five (5) days onsite support for cut-over of live operations
- Provide one (1) day of informal system management training
- Re-setting of key **OpenVMS** system parameters if necessary, approximately 30-40 days after cut-over
- Installation of the Desktop MSS client software using existing function key layout (if purchased, work to begin a minimum 30 days after system acceptance)
- Provide project management for the duration of the project.
- Provide a Project Implementation Plan.

D. Training.

Northrop Grumman will provide a 1-day System Manager training class on the new Integrity cluster for up to 3 members of the San Mateo County technical staff. The class will be "hands on" and include discussion of the following topics:

- New system hardware configuration, including overview of the *OpenVMS* cluster
- Basic troubleshooting and problem resolution methods
- Basic **OpenVMS** commands

- **OpenVMS** disk backup and restore procedures
- Addendum to the System Manager's Guide outlining specifics of the new cluster

E. Functional Testing.

Upon delivery of the system to the County, Northrop Grumman will notify County that the system is available for functional testing. County personnel will perform the functional testing.

The objective of the CAD functional testing is to validate that the system is migrated correctly and is ready for live operation. The testing will demonstrate that the system functions, as it did in the previous VAX cluster environment. The County is ultimately responsible for the overall functional performance testing of the system. The County will start the functional testing within 5 business days after Northrop Grumman certifies that the CAD system is ready for testing. The County will submit the test results to Northrop Grumman within 15 days business days after Northrop Grumman certifies that the CAD system is ready for testing.

The functional testing will verify the command and functionality based on the current commands and functionality of the CAD system. In the case of disputed functionality, an identical scenario will be executed on the existing system, with the results obtained from the existing system used as the basis for determining proper functionality of the new system.

In order to perform interface testing on the new system, Northrop Grumman will need to switch interfaces (e.g. E911, mobile terminals) from live operations to the Integrity development system for short periods. This will make the interfaces unavailable to current CAD users. Interfaces will be tested one at a time and Northrop Grumman will work with The County staff to minimize the impact on live operations, however adequate time must be allocated.

At the conclusion of the testing, a list of commands/applications (if any) that deviate functionally from the VAX system will be produced by The County. Each will be assessed as to severity (see Problem Severity Definitions) and a clear statement of the nature of the problem will be developed. The Northrop Grumman project manager will provide County with a problem reporting form and will track all issues County submits up to resolution.

Northrop Grumman programming staff will correct the defects, if any, in a reasonable time after the conclusion of the initial functional testing. All functions for which a fix has been made will then be re-tested on an item by item basis.

At the conclusion of all testing, Northrop Grumman and County will determine whether the system is ready for live use based upon the severity and number of problems that remain, if any. In general, Northrop Grumman will not deem a system to be production worthy if there are any priority one problems, or if there are a significant number of priority two problems or if any major interface is not working. Any remaining problems will be prioritized and addressed by mutual agreement. Northrop Grumman will provide a punch list of these problems to the County with an anticipated resolution date. Northrop Grumman will provide timely notification to County, as each punch list item is resolved. This process will require additional functional testing and acknowledgement /acceptance by County.

Prior to LIVE cut over, County will be required to certify that the system has been thoroughly tested, and to provide conditional acceptance of the system for LIVE cut over purposes.

F. Problem Severity Definitions.

Problems will be considered **Priority 1 - Serious** if they result in:

1. Complete system outage (including failure of backup system).
2. The loss of a major portion of call-taker or dispatcher operations.
3. The inability to dispatch to a geographic area.
4. Loss of location verification functions.
5. Loss of unit recommendation functions.
6. Loss of unit status change functions.
7. Loss of multiple remote data base links or interfaces.
8. Doubling of response times for a period of 15 minutes or more.

Problems will be classified as **Priority 2 - Major** if they result in:

1. A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish a critical system function for which there is a work-around solution or the loss of an interface.
2. A software defect or hardware failure that causes loss of major system functions such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is no workaround but which does not cause the loss of critical system functions.

Problems will be classified as **Priority 3 - Minor** if they result in:

1. A minor software defect or hardware failure in a critical function listed above.
2. A software defect or hardware failure in a major system function such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is a work-around solution.
3. A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish any support function/system function such as file backups, purging, statistical reports.
4. Any other software defect or hardware failure that causes operator inconvenience or annoyance, but which does not cause the loss of any critical or major system functions.

All other problems and requests for consultation will be classified as **Priority 4 - Informational Requests.**

G. System Acceptance.

The hardware will be deemed accepted when Northrop Grumman has done the following:

- Installed and configured the Integrity Server
- Installed the layered software products and installed the VMS license paks
- Demonstrated that the Integrity Server and OpenVMS are up and running and the installed memory and disk storage meet specification
- Tested the redundant components of the Integrity system.

The system shall be deemed accepted by the County at the completion of the functional test, if no problems have been identified, or when the below list of items have been resolved. At that time, an acceptance letter will be provided to the County for signature thereby notifying Northrop Grumman that the system has been accepted.

The Integrity migration project will be deemed accepted when:

- All equipment specified in the agreement has been delivered.
- All existing CAD & MSS functionality from Northrop Grumman code on the VAX-based systems has been demonstrated on Integrity-based systems.
- All cabling within the scope of this agreement has been installed as necessary

to integrate the new hardware into the present system.

- Each terminal/workstation connected to the system can accommodate user sign-on and generate CAD and/or MSS transactions (as specified in the Implementation Plan).
- At the completion of the functional test, if no problems have been identified, or when all Priority 1 & 2 punch list items have been resolved.

When the above criteria are met, Northrop Grumman will provide an acceptance letter to County for signature.

The terms of acceptance will be a period of thirty (30) calendar days and will commence on the day of the live CAD system cut-over.

H. Special Considerations.

Items not included:

- Programmer time to assist with porting code written by San Mateo County
- Porting of the County's DBS or MIS or any of their Oracle databases
- CAD or MSS "Watchdog" product

Northrop Grumman has quoted new licenses for the Integrity system. Northrop Grumman can not quote the SNA APPC and SNA PRE Licenses since HP did not have a price at the time this agreement was executed.

Product licenses and PAKs from a VAX system cannot be used on the Integrity system. HP, however, has a license trade-in program where specified licenses from the VAX systems can be TRADED-IN toward the purchase of licenses for the same product on an Integrity system.

At the time this Agreement was executed, the specific license products were not mapped as part of the trade-in program since they are not available yet on Integrity. The mapping will be documented as HP gets closer to the release of the products. License trade-in applies to licenses that are currently being used on an operational system, which will then be replaced by a new Integrity.

The time this Agreement was executed, the only license with trade-in capability is VMS. The trade in works as follows:

- 1. The County orders the new OE that is required, using the standard OE product number.*
- 2. The field applies an upgrade credit option product number for the OE the customer is upgrading (trading in).*
- 3. The original license is terminated and must be returned to HP and removed from support (if covered). Support is added to the order for the new license, which is added to the County contract.*

The County can buy new licenses with or without trade in for the SNA APPC and SNA PRE when they become available.

Per Northrop Grumman's HP contacts, the current schedule for the release of the HP OpenVMS IBM SNA products is "September CY2006". Should HP not release the product at that time, Northrop Grumman has three possible work arounds:

- 1. Obtain a Beta version of the product for temporary use.*
- 2. In theory, Northrop Grumman could leave the interface on the VAX and use the simple TCP/IP TIOP and response module to go from Integrity <-> VAX <-> SNA <-> remote system (CJIS system).*
- 3. Develop a new TCP/IP interface from the Integrity Server to the remote CJIS*

System at an additional cost to the County, assuming CJIS already support TCP/IP interfaces.

All hardware purchased and supplied by Northrop Grumman is certified by HP as compatible with OpenVMS running on the Integrity platform. Northrop Grumman will provide all needed cables and adapters for a rack-mounted configuration. Northrop Grumman will provide the necessary equipment, cables and hardware accessories for the Integrity system to function under OpenVMS.

The County is responsible for all 3rd party licenses such as PagerPlus for system monitoring, GoldFAX for faxing, and TCPWare for TCP/IP services.

The CAD incident history data will be migrated to the new system. The CAD unit history and system history data will **NOT** be migrated to the new system. The Rost File will be zeroed out.

After system cut-over, Unit and system histories will not be accessible. Also, message/transaction log files will **NOT** be migrated to the new system. The VAX hardware will have to be maintained and operational for a period of time to allow retrieval of the historical data that is not migrated.

A complete system build (ASMALL) and frigid restart of the CAD & MSS systems is required for implementation.

Work on this project will begin only when no other changes are in progress on the CAD/MSS system. This project will only begin after the client has performed an error-free ASMALL.

I. System Warranty.

The 30-day Reliability Test of the CAD and MSS starts when the system is in LIVE operations. During the test period, the County will report any problems to Northrop Grumman promptly. Northrop Grumman will resolve the priority 1 and 2 problems. The upgrade project is deemed completed and accepted when all priority 1 and 2 problems reported before and during the Reliability Test are resolved. After acceptance of the Integrity migration project, the entire CAD/MSS systems will be transferred to Northrop Grumman Customer Service Group under the County maintenance contract.

3. RESPONSIBILITIES OF THE COUNTY.

The County is responsible for the following:

- Provide Northrop Grumman with a copy of the “frozen” CAD and MSS source code on computer tape for installation on Northrop Grumman’s San Francisco office.
- Provide a dedicated project manager/single-point-of-contact to work with and coordinate all upgrade activities with the Northrop Grumman project manager.
- Provide adequate onsite work environment for 2 Northrop Grumman programmers including a working voice telephone, 2 network connections for laptops and access to network printer.
- The County is responsible for all 3rd party licenses such as PagerPlus for system monitoring, GoldFAX for faxing, and TCPWare for TCP/IP services.
- Provide (2) NEMA L5-30R 100V-120V electrical outlets for the Integrity CPUs/Cabinet on two separate circuits with 2 plugs per circuit. Due to limited electrical cord reach, these outlets must be located in the equipment room, or installation location, and in close proximity of where the hardware is to be located. These outlets must be functional prior to delivery of the system.
- Insure proper cabling and repeater ports exist to support network connectivity to the existing San Mateo County network backbone. The two Integrity processors

- connect to the network via a 10-Base-T type connection (modular cable).
- Provide adequate room for the rack-mounted Integrity hardware in a 42U cabinet in the computer room.
- Act as point of contact with any third-party vendors during the testing and problem resolution phases of the project.
- Insure qualified County personnel are available for the functional testing. Insure proper County technical staff is available throughout the project to assist Northrop Grumman staff when needed.
- Perform thorough functional testing.
- Perform interface testing for any CAD or MSS interface not originally written by Northrop Grumman.
- Register all HP hardware with HP in a timely manner for warranty purposes.
- Cutover to the new Integrity CAD/MSS system can not occur without the knowledge and approval of the Northrop Grumman technical staff.

4. MATERIALS LIST.

No.	Quantity	Product	Description
100	1	AF002A	HP Universal Rack 10642 G2 Shock Rack
101	1	HA453A1	HP Factory Express Level 3 Service
200	1	AG052A	TFT7600 Rackmount Keyboard and Monitor
300	1	A8007A	HP StorageWorks 1U USB Rack Mount Kit
301	1	201723-B22	Modular SAN Array 1000
302	1	218231-B22	HP MSA1000/1500 Controller 256 Cache All
303	2	254786-B21	HP 256MB Battery-Backed Cache Module
304	1	218960-B21	MSA 1000 Fibre Channel I/O Module
305	14	286776-B22	HP 36GB 15K U320 Pluggable Hard Drive
400	1	HA453A1 Opt. 021	Rackable Storage and Networking
500	1	HA104A3	HP 3y 4h 24x7 HW Support
	1		MSA1000 Support
	1		1u Tape Array Support
600	1	AB332A	HP rx2620 1.6GHz Processor Server
601	1	A9803A	HP rx1600 Management Processor Card
602	1	AB396A	HP Svr rx2620 2GB DDR Quad Memory
603	2	AB420A	HP Integrity 36GB 15K U320 SCSI Disk
604	1	A9919B	HP rx26x0,rp34x0 DVD-ROM SL Drive
605	1	A6874A	Power supply for HP svrns and wkstns
606	2	A6826A	PCI-X Dual Channel 2Gb Fibre Channel HBA
607	1	A7012A	PCI-X 2 port 1000Base-T Gigabit Adptr
608	1	A6939AZ	Factory rack installation for rx26/rp34
609	1	BA322AA	HP OpenVMS I64 FOE Media DVD media
	1	Opt. AJR	DVD media
	1	Opt. OD1	Factory Integrated
	1	Opt. A18	HP OpenVMS I64 Version 8.2
610	1	BA453AC	HP VMS I64 FOE PCL LTU Max2 Proc w/ Sys
611	1	HA453A1	HP Factory Express Level 3 Service
	1	Opt. 011	HP9000/Integrity Servers (1-2U)
	1	Opt. BAS	Base Service
700	1	HA107A3	HP 3y 24x7 SW Support
	1	Opt. 61P	OVMS FOE PPL 2 Socket Support
800	1	HA104A3	HP 3y 4h 24x7 HW Support
	1	Opt. 6BT	HW, rx26xx (1 or 2 CPUs) Support
900	1	AB332A	HP rx2620 1.6GHz Processor Server

No.	Quantity	Product	Description
901	1	A9803A	HP rx1600 Management Processor Card
902	1	AB396A	HP Svr rx2620 2GB DDR Quad Memory
903	2	AB420A	HP Integrity 36GB 15K U320 SCSI Disk
904	1	A9919B	HP rx26x0,rp34x0 DVD-ROM SL Drive
905	1	A6874A	Power supply for HP svrns and wkstns
906	2	A6826A	PCI-X Dual Channel 2Gb Fibre Channel HBA
907	1	A7012A	PCI-X 2 port 1000Base-T Gigabit Adptr
908	1	A6939AZ	Factory rack installation for rx26/rp34
909	1	BA453AC	HP VMS I64 FOE PCL LTU Max2 Proc w/ Sys
910	1	HA453A1	HP Factory Express Level 3 Service
	1	Opt. 011	HP9000/Integrity Servers (1-2U)
1000	1	HA107A3	HP 3y 24x7 SW Support
	1	Opt. 61P	OVMS FOE PPL 2 Socket Support
1100	1	HA104A3	HP 3y 4h 24x7 HW Support
	1	Opt. 6BT	HW, rx26xx (1 or 2 CPUs) Support
1200	1	AB469A	HP Factory Rackmount Shelf Kit
1300	1	AF076A	HP 10K G2 600W Rack Tie Down Kit
1400	1	AF054A	HP 10642 G2 Sidepanel Kit
1500	2	336047-B21	HP CAT5 KVM USB 1 Pack Interface Adapter
1600	1	336044-B21	HP CAT5 0x1x8 KVM Server Console Switch
1700	1	263474-B22	HP IP CAT5 Qty-8 6ft/2m Cable
1800	1	252663-D71	HP 24A Low Voltage US/JP Modular PDU
1900	2	221692-B21	Storage Works LC/LC 2m Cable
2000	1	120672-B21	HP 9000 Series Ballast Option Kit
2100	1	BA348AA	HP C for VMS I64 Media
2200	1	BA348AC	HP C for VMS I64 Concurrent LTU
2300	1	BA348MN	HP C for VMS Alpha and I64 Manual
2400	1	BA350AA	HP COBOL VMS I64 Media
2500	1	BA350AC	HP COBOL VMS I64 Concurrent LTU
2600	2	BA412AC	HP Clusters for VMS I64 PCL LTU
2700	2	BA413AC	HP Volume Shadowing VMS I64 PCL LTU
2800	2	BA420AA	HP Clusters VMS I64 Media
2900	2	BA421AA	HP Volume Shadowing VMS I64 Media
3000	1	BA555MN	HP OpenVMS Base Documentation Manuals
3100	1	HA107A3	HP 3y 24x7 SW Support
	1	Opt. 6A4	Server SW Applications Support
	2	Opt. 6A6	Server SW Applications Support
	1	Opt. 6B1	Server SW Applications Support
	2	Opt. 6B5	Server SW Applications Support
	2	Opt. 6M9	HP OVMS Application Manual Support
3200	1	AF009A	HP Universal 10642 G2 Front Door
3300	1	AF058A	HP 42U Rack Rear Extension
3400	7	E7743A	HP 120V US IEC jumper cord, 90"
3500	1	A7445B	HP StorageWorks 1U RackMount Kit
3600	1	A7570A	HP VS160 Ext NA Kit
3700	1	A8007A	HP StorageWorks 1U USB Rack Mount Kit
3800	1	252663-D71	HP 24A Low Voltage Modular PDU
3900	2	341177-B21	Cable Offset 12ft Ext VHDCI/WIDE
4000	20	C8007A	HP DLT VS1 160GB Data Cartridge
4100	2	E7743A	HP 120V US IEC jumper cord, 90"
4200	2	288247-B21	MSA SAN Switch 2/8
	1	Freight	Freight

Part # A6874A is the redundant power supply for the CPU. The server comes with 1 power supply and the extra A6874A will bring the total to two per server. This power supply operates at 110/220v. The MSA1000 comes with a single controller with 256MB cache. Line 301 is the second (redundant) controller with 256MB cache. Line 302 adds 256MB cache to each controller to bring the total to 512MB per controller. The fiber channel i/o modules (which need 2 MSA SAN 8 port switches p/n 288247-B21) have dual fiber cables running to each server which has two Fiber Channel HBA's installed (Lines 506 and 806 p/n A6826A) This provides redundant paths between the servers and the SAN.

EXHIBIT B PAYMENTS & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

In consideration of the services set forth in Exhibit A, County shall pay Contractor according to the following:

1. RATES.

Phase I – Integrity Port	
Technical Labor Services and Project Management	\$269,048.00
HP Hardware and Software (includes 3 years hardware/software support)	\$124,084.00
Phase I Total	\$393,132.00
Phase II – GUI Desktop MSS (Optional)	
Twenty-five (25) GUI Desktop MSS Upgrade Licenses	\$36,701.00
	\$4,700.00
Phase II Total	\$41,401.00
Project Total (Phase I & II) \$434,533.00	
Contract Contingency \$43,467.00	
CONTRACT TOTAL \$478,000.00	

2. PAYMENT SCHEDULE.

PHASE I

<u>Technical Labor Services and Project Management:</u>	<i>PAYMENT AMOUNT</i>
35% Upon Issuance of PO/Contract Signing	\$94,166.80
30% Deliver Initial CAD/MSS Software for Testing	\$80,714.40
25% Complete Interface Testing	\$67,262.00
10% Upon Acceptance	\$26,904.80

HP Hardware and Software:

10% Upon Issuance of P/O Contract Execution	\$12,408.40
70% Upon Hardware Delivery	\$86,858.80
20% Upon Successful Hardware Power-up (passing hardware diagnostics)	\$24,816.80

PHASE II - Desktop MSS (Optional)

<u>Technical Labor Services & Project Management</u>	<i>PAYMENT AMOUNT</i>
40% Upon Issuance of PO/Contract Execution	\$14,680.40
50% Deliver Desktop MSS Software	\$18,350.50
10% Upon County's Acceptance	\$3,670.10

License Fee

100% Upon Delivery of License Certificate	\$4,700.00
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ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."