
AGREEMENT

BETWEEN

THE COUNTY OF SAN MATEO AND KNOWLEDGE COMPUTING CORPORATION

THIS AGREEMENT, entered into this ____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KNOWLEDGE COMPUTING CORPORATION, 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 designing and installing an integrated regional law enforcement information sharing system; and

**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 A-1: Software Description
 - Exhibit A-2: Datasets
 - Exhibit A-3: Statement of Work
 - Exhibit A-4: Training
 - Exhibit A-5: Maintenance & Support
 - Exhibit A-6: Software Acceptance Test Plan
- Exhibit B - Software End-User License Agreement (EULA)
 - Exhibit B-1: Additional Terms & Conditions
- Exhibit C - Payments & Rates
- Attachment I - §504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR.

In consideration of the payments set forth herein and in Exhibit C, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Exhibits and Attachments described above.

3. PAYMENTS.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in the Exhibits and Attachments described above, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "C." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **NINE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND SIXTY-TWO CENTS (\$999,825.62).**

4. TERM AND TERMINATION.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JULY 1, 2009** through **JUNE 30, 2011.**

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. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, 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.

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 and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or 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 whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by 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 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.

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 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 the County 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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:
 - 1.) termination of this Agreement;
 - 2.) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - 3.) liquidated damages of \$2,500 per violation;
 - 4.) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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.

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.

- A. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- B. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all 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.

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 AND VENUE.

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

IN THE CASE OF CONTRACTOR, TO:

Knowledge Computing Corporation
Rollin Roos, Director of Operations
7750 East Broadway Blvd., Suite 100
Tucson, AZ 85710

IN THE CASE OF COUNTY, TO:

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

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

KNOWLEDGE COMPUTING CORPORATION

BY: _____
(SIGNATURE)

(PRINTED NAME)

DATE: _____

EXHIBIT A SERVICES

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

1. DEFINITIONS.

A. Terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:

1. "KCC" is the Contractor
2. "Customer" or "Client" is the County of San Mateo

2. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR.

A. Software/Hardware.

1. KCC will provide the COPLINK Solution Suite as described in Exhibit A-1 and will install according to Software Installation Schedule as described in A-3.
2. KCC will implement a COPLINK Solution Suite ("COPLINK system"), described in Exhibit A-1 and hardware as described in Exhibit C, based on the data sources installed at County's site(s) listed in Exhibit A-2.
3. County will house the resulting COPLINK database in or at San Mateo County Sheriff's Office (hereinafter "Customer Site").
4. KCC will manage the installation of the Sun Ridge Systems data warehouse and HiTech SNARE (see Exhibit C for Project Management responsibilities).

B. Training.

1. While this Agreement is in effect, KCC will provide training for authorized users as described in Exhibit A-4.

C. Maintenance and Support.

1. KCC will provide maintenance and support services, as described in Exhibit A-5.

3. RESPONSIBILITIES OF COUNTY.

- A. Customer will provide a data network connection employing TCP/IP between the data sources listed in Schedule 1(d) and the installed COPLINK System.
- B. Customer will provide an internal project manager to coordinate all Customer decisions relating to this Agreement.
- C. Customer will identify a command-level decision maker.
- D. Customer will designate authorized users to be trained by KCC at training sessions provided by KCC described in Exhibit A-4.

- E. Customer may be required to intercede with third-party vendors of data sources owned, licensed to, and/or operated by Customer in order to facilitate the data mapping and migration of such data to the COPLINK Solution Suite. Refusal by a third-party data source vendor to cooperate with KCC to allow creation of a reasonable access and migration mechanism for the COPLINK system shall remove any obligation on the part of KCC to include the data source. Customer should make appropriate inquiries as to the level of cooperation provided by third-party vendors prior to contract signing. If a third-party vendor refuses to cooperate and the integration services cannot be performed, the integration costs for the system can be removed or changed to another system of similar costs through a change request.
- F. Customer will permit VPN access to the COPLINK indexing server and COPLINK web-server located in or at Customer Site for purposes of installation, testing and system maintenance.
- G. Customer will provide remote connectivity via VPN to Customer Site to be used by KCC personnel at our office in Tucson, AZ for the purposes of installation, testing and system maintenance.
- H. Customer will facilitate the acquisition by KCC personnel of Customer and third party vendor resources necessary for the successful operation of the COPLINK Solution Suite including, but not limited to:
 - 1. Database Backup Data
 - 2. Database Backup Data one week later
 - 3. Sample records from each of the systems to be integrated
- I. Customer shall approve COPLINK Node Consolidation Rules that are provided by KCC.

4. CUSTOMIZATION.

Custom engineer work shall be defined as any work deemed special or custom in nature and not specifically detailed in the Exhibits and Attachments of this Agreement, or any additional supplements and/or appendices pertaining thereto. For example, graphical user interface changes and additional data elements beyond the COPLINK data model are considered but not limited to custom work. If custom engineering work is required, and approved in writing by Customer, KCC shall charge \$250 per hour to perform said work.

EXHIBIT A-1

SOFTWARE DESCRIPTION

1. COPLINK SOFTWARE MODULE DESCRIPTIONS.

Software Modules (Level 4 Enterprise):	Module Description
COPLINK Base System*	<p>Provides advanced analysis capability using artificial intelligence techniques. COPLINK Detect™ generates intelligence analysis results from multiple data sources including identification of previously unknown relationships. Basic Search finds relationships among all objects queried. Results are displayed as most relevant objects. Refine Search limits findings to specific relationships among chosen objects.</p> <p>*Note: Base includes OneDOJ Interface, Admin Module and one training session</p>
COPLINK Computer-based Training	Four hour training video on the following COPLINK modules: Base, Active Agent, Incident Analyzer, and Visualizer
COPLINK Active Agent	Collaborates and shares two-way information with privacy levels, as well as searches for collaboration tasks entered by other users. Notifications can be received on cellular phone, pager, email or by text message.
COPLINK Incident Analyzer	Creates graphical representations of search data. It provides both GIS-based mapping functions and graphing and charting tools for analytical functions, including temporal/spatial analysis. Different GIS formats are consolidated into a single format standardized by COPLINK. Agencies with different geo-coding schemes can therefore analyze all GIS data consolidated AND other (often incompatible) sources.
COPLINK Adaptive Analytical Architecture (A3)	Enables structured database queries and unstructured text searches across almost any criminal justice data source and any number of data sources simultaneously. This query processing technology allows COPLINK users access to databases and data sources that are not consolidated into a COPLINK System Node.
COPLINK Visualizer	Displays associations sets in a graphical display conveying information in several useful views and permitting user drill-down to underlying details. Matched objects are organized in a two dimensional geometry so that related objects are located in close

Software Modules (Level 4 Enterprise):	Module Description
	proximity. Objects that have many relationships form a large node and ones with fewer relationships form a smaller node.
COPLINK CompStat Analyzer	A crime trend analysis and decision support solution that helps law enforcement visually understand the big picture of what criminal activity is occurring in jurisdictions, where, when, by whom in terms of demographics, and how an agency, division or officer is responding over time.
COPLINK Mobile (incl. iLEAD mobile)	Allows simplified query capability for use on limited bandwidth mobile devices, such as PDAs, smart phones and in-vehicle computers.
COPLINK Intel LEAD	Data entry from active investigations into a segregated database. 28 CFR Part 23 Compliant.

2. SUN RIDGE SYSTEMS.

- A. The County desires to connect all existing users of Sun Ridge Systems RIMS software to CopLink to transfer selected RIMS data to Coplink. Further, the connection to CopLink needs to be through a single RIMS database (e.g. "Data Warehouse") rather than through each individual agency's RIMS database. It is also important that agency sensitive data not be transferred to CopLink.
- B. Sun Ridge Systems will develop software to create a County data warehouse (to be hosted at a County facility) that will provide the single point of interface for CopLink. Information for the data warehouse will be generated as follows:
- An initial load will be conducted to populate the data warehouse from all agency RIMS databases. There will be no need for CopLink to obtain the actual RIMS databases.
 - A new local database, called a "staging database" will be developed at each agency site. Sun Ridge Systems will develop software to daily and automatically load new and changed RIMS data into the staging database.
 - Sun Ridge Systems will also develop software to automatically transfer the data from the staging databases to the data warehouse.
 - The data warehouse will contain additional fields needed by CopLink to support their data extraction programs.

Several other design considerations are worth noting:

- In extracting data from agency databases, care will be taken to exclude cases that are marked as "Agency Confidential" and "Restricted Access."
- Only a small subset of the RIMS database will be involved in the CopLink interface and only that data will be transferred to the data warehouse. Significantly, the logs, audit trails, and images that constitute most of the size of a RIMS database will not be in an agency's staging database nor in the data warehouse.
- The staging database will be set up on the **same RIMS server** as the RIMS database so that there are no issues with writing to the database. Agencies will be responsible for making sure that there is enough disk space available for the staging database.

Design illustrations of the proposed solution have been included as a separate .pdf file.

EXHIBIT A-2 DATASETS

1. LIST OF AGENCIES WITH RMS DATASETS.

AGENCY	RMS VENDOR	PRODUCT
Foster City PD (other agencies)	Sunridge	RIMS
San Mateo PD (other agencies)	Hitech	Safety Net
San Mateo County Sheriff's Office	Tiburon	LawRECORDS
San Francisco Police Department	New World Systems	Aegis
San Francisco Airport	Intergraph	I/LEADS
Hillsborough Police Department	Custom	

Note: For the Sunridge and HiTech data warehouse systems, only one four hour data validation test and one two hour data acceptance test will be performed. The Customer will choose only one agency for signoff of these test documents.

2. LIST OF DATASETS AS PART OF AN RMS.

RMS Datasets (all other datasets will not be mapped such as CAD & JMS even if they are part of the RMS database)

Departmental Reports/Crimes
Citations
Traffic Collisions/Crash Reports
FI's
Gang Data
Mugs
Registered Offenders
Employee Public Data (Name)
Marks
Permits
Caution Flags

Other notes for RMS datasets:

1. Only data created by the standard RMS application will be mapped and ingested. Any "alien" data from other systems (including, but not limited to, (1) CAD data that is flowed into the RMS from some other product and (2) Data from a previous system used at the agency before the current RMS) are considered **non-standard** and must be priced separately.
2. Data delivered to KCC must be complete, unfiltered, and unscrubbed in order to qualify for **standard** data source pricing. In cases where this proves impossible, a change order with new pricing will be required.

3. Data delivered to KCC must be actual production data (at least 90 days). Test data is not suitable for analysis and mapping.

3. **ADDITIONAL DATASETS.**

AGENCY	Dataset Type	VENDOR
San Mateo County Sheriff's Office	Mugs	Dataworks
San Francisco County Sheriff's Department	JMS	New World Systems
San Mateo County Sheriff's Office	JMS	Abbey Group
San Francisco County Sheriff's Department	Mugs	Dataworks

EXHIBIT A-3 STATEMENT OF WORK

1. PROJECT SCHEDULE.

Description	Start from Date of Procurement (days)	Number of Days
Node Tasks		
Hardware Installation	30	45
COPLINK Software Installation	45	50
Sun Ridge Systems Data Warehouse Installation	15	45
HiTech SNARE Installation	15	45
MOU Tasks		
Preliminary Discussions with Agencies	1	30
Create MOU Document	15	50
Integration Services Tasks		
Create Preliminary Project Plan	1	30
Kick-off Meeting	15	30
Create Working Project Plan (based on information from Kick-off Meetings)	50	60
Begin Integration of Datasets	20	150

2. PROJECT MANAGEMENT.

Tasks	Effort (days)	Agency Assistance (hours)
Plan and Conduct Kick-off Meetings	1	8
Create Progress Reports	0.5	
Create Project Plan	0.5	

Deliverables	Frequency
Progress Report	Bi-weekly
Project Plan	Monthly

A. KCC's Project Manager is responsible for:

- Creating and maintaining detailed project plans for all KCC related aspects of the project
- Act as the liaison between Agencies, County, Sun Ridge Systems, HiTech and KCC for all items related to the project
- Procurement of data sets from individual agencies
- Proposing mitigation strategies for program/project delays
- Scheduling kick off meetings with agencies and leading those meetings
- Coordination and liaison with RMS providers and other third-party entities to resolve issues related to data integration

- Scheduling and monitoring data validation sessions
- Scheduling of KCC resources for Training sessions
- Scheduling and participating in the acceptance testing protocol
- Scheduling of Sun Ridge Systems and HiTech data warehouse projects as it relates to the interface with COPLINK
- Preparation of a progress reports and meeting notes resulting from meetings with agencies and system providers
- Coordination of engineers from KCC, Sun Ridge Systems, and HiTech as it relates to the interface with COPLINK
- Primary contact for the County for all services included in this contract

As it relates to the Sun Ridge Systems and HiTech data warehouse projects, KCC’s Project Manager is not responsible for:

- Scheduling of resources for Sun Ridge Systems and HiTech
- Creating detailed project plans and schedules (these are the responsibility of the respective provider)
- Coordination of hardware and software installation for both warehouse products
- Coordination of the networking between the contributing agencies and the data warehouse host site

3. SOFTWARE INSTALLATION SCHEDULE.

Task Description	Effort (days)	Agency Assistance (hours)
Installation begins ONLY after the hardware (Web, Migration, and Database servers) has been installed		
Software Installation	6	
KCC Access to Servers Established (VPN & Remote Desktop)	1	4
Install COPLINK Application Software with Demo Database	1	
Install Remote Access Monitors (RAM)**	1	
Install Initial Production COPLINK Database*	1	2
Software Acceptance using the ATP in Exhibit A-6	0.5	4
Established Refresh for Initial Production COPLINK Database	1	2

*Initial Production COPLINK database has one or more of the first datasets listed in Exhibit A-2.

**RAM will send messages to servers at KCC offices in Tucson, AZ.

4. DATA SOURCE INTEGRATION SCHEDULE.

Task Description	Effort (days)	Agency Assistance (hours)
Work begins on a data source ONLY when a historical backup of the data and sample documents from the system are received at KCC facilities (database schemas and data dictionaries are not sufficient to map the data)		16 (effort for agency to create backup)
Data Source Integration	50	
Load/Restore/Input Data Source from Historical Backup	2	
Analyze Data Source	6	4
Map Data Source to COPLINK	26	
Design/Create/Review Maps and Design Refresh Mechanism	21	
Map Lookup Values	5	
<i>Migrate Data (computer processing time, possibly a subset)</i>		
Internal QA	6	
KCC SME's Review the Data in COPLINK	1	
Fix Issues from QA Review	5	
<i>Migrate Data (possibly a subset)</i>		
Data Validation	3.5	
Perform DV Test with the Agency	0.5	3 (x4 persons)
Fix Issues from DV Test	3	
<i>Migrate Data (full dataset)</i>		
Data Acceptance	0.5	2 (x4 persons)
Load Data into Production COPLINK DB	1	
Establish Data Refresh	5	8
Refresh Acceptance	0.5	8

Deliverables	Frequency
Data Validation Form	Each System
Data Acceptance Letter	Each System
Refresh Acceptance Letter	Each System

Notes:

1. Effort is the amount of labor time not elapsed time.
2. Migrate Data is the step of converting the historical data from the source backup into the COPLINK database. The estimation of the migration time will be determined after analyzing the data source to determine size and complexity. Based on previous data sources, the data will load at a rate between 15,000 to 20,000 records per day.
3. Both Data Validation and Data Acceptance forms are in Exhibit A-6, respectively.
4. All testing with the agency will be done via conference call bridge and Webex software.
5. If agencies of like source systems (i.e. Visionair, Tiburon, etc...) can be done—analyzed and mapped—at the same time, the duration of each data source could be reduced by approximately 10 days.

5. TENTATIVE PROJECT SCHEDULE.

Tentative Project Schedule									
For Integration Services									
Systems	PO Received/ Contract Signed	Data Received	Analysis Complete	KCC QA Complete	Ready for Validation	Validation Complete	Ready for Data Acceptance	Merged into COPLINK	Refreshing /Done
LawRECORDS	7/1/09	7/24/09	TBD	TBD	TBD	TBD	TBD	9/18/09	10/16/09
RIMS	7/1/09	8/28/09	TBD	TBD	TBD	TBD	TBD	10/30/09	12/4/09
Safety Net	7/1/09	8/28/09	TBD	TBD	TBD	TBD	TBD	10/30/09	12/4/09
I/LEADS	7/1/09	7/24/09	TBD	TBD	TBD	TBD	TBD	9/18/09	10/16/09
Aegis	7/1/09	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Hillsborough PD	7/1/09	7/24/09	TBD	TBD	TBD	TBD	TBD	10/16/09	11/20/09
NWS JMS	7/1/09	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Abbey Group JMS	7/1/09	7/24/09	TBD	TBD	TBD	TBD	TBD	9/25/09	11/20/09
SF Dataworks Mugs	7/1/09	8/28/09	TBD	TBD	TBD	TBD	TBD	10/16/09	11/20/09
SM Dataworks Mugs	7/1/09	8/28/09	TBD	TBD	TBD	TBD	TBD	10/16/09	11/20/09

EXHIBIT A-4

TRAINING

1. BASIC COPLINK TRAINING.

A. KCC will provide standard training for authorized users as described below:

1. KCC Training Staff comes to the site to conduct training.
2. Training Staff brings fifteen laptop computers with the KCC environment for first day training.
3. The County must provide a classroom for fifteen people with fifteen computers able to connect to the COPLINK node for second day training.
4. County must provide a classroom suitable for COPLINK training with enough space for all the students, a place for instructors to work from, connections to the internet and connections to a large screen monitor or overhead projector that can be viewed by all students and staff. Facilities such as restroom and breakroom are also required.

B. Training Schedule.

1. The first day training is eight hours on the KCC environment. The training is interactive with the class.
2. The second day training is eight hours. The first six hours is conducted on the Customer's COPLINK node and is interactive with the class. The last two hours is devoted to conducting Administrative Module training for system administrators.
3. Certificates of completion will be given to students who complete successfully the training course provided.

2. ACCELERATED BASIC COPLINK USER TRAINING.

A. The following will be covered in the 4 hours of Web-Ex training:

- History, overview, and design of the COPLINK system.
- Discussion and demonstration of program functions and modules to include explanation of the Graphical User Interface, Incident Analyzer, Active Agent, and Visualizer
- Familiarization with Graphical User Interface.
- How to maneuver the application.
- Familiarization and use of query tools.
- Creating and conducting queries.
- Reducing result sets through filtering.
- Creating and conducting basic and refined searches.
- Function of Visualizer and Incident Analyzer within Detect

B. The training will be completed via Web-Ex utilizing a scrubbed law enforcement database provided by KCC. Attendance is limited to 15 students total. The client side coordinator will receive electronic copies of student user guide, a fast track sheet, and a frequently asked questions sheet in advance for dissemination to attendees if desired.

Standard COPLINK Basic User training is 16 hours in person. **This is an extremely accelerated class offered with the intent to meet the time and resource constraints of law enforcement. All class objectives will be met but there will be fewer real life type scenarios presented.**

Class objectives are for students to:

- Understand the COPLINK principle (roles, objects, associations, and relationships)of information sharing
- Login, change password, and find set preferences
- Understand the Graphical User Interface and screen structure
- Conduct basic queries
- Conduct basic and refined searches
- Have a working knowledge of COPLINK

EXHIBIT A-5

MAINTENANCE & SUPPORT

1. MAINTENANCE SERVICES.

- A. KCC will provide the County with the following under the Maintenance Program:
1. No-cost telephone support for technical issues. Standard support is available from 8:00 am to 5:00 pm (Mountain Standard Time) on regular business days (holidays and weekends excepted). Enhanced support is available at anytime.
 2. No-cost e-mail support for technical issues.
 3. No-cost for all published patches and system-wide bug fixes.
 4. No-cost updated installation disks and written procedures whenever the Customer system is modified by patches and/or updates.
 5. No-cost updated COPLINK self-paced learning program whenever an update is issued. This assumes that Customer has licensed the self-paced learning module.
 6. No-cost fix non-warranty related program errors (once the initial warranty period has elapsed.)
- B. **Service Level:** KCC will provide a plan and tentative schedule for resolving any technical support issue within one business day of receipt.
- C. **Updates:** Interim version product updates and software patches to purchased system components will be provided as part of the Annual Maintenance Agreement.
- D. **Ongoing Maintenance:** All maintenance costs are based on the assumption that KCC will have VPN and Remote Desktop access to the COPLINK servers and a remote access monitoring (RAM) system will be installed on the servers and have the ability to send email messages to servers at KCC's Tucson location only. For license fee maintenance, Customer agrees to assume ongoing maintenance fees 90 days from Software Acceptance. For integration services, Customer agrees to assume ongoing maintenance fees after the data acceptance test when the data source is in production, both of which will be charged using the following calculations:
- o **Annual Maintenance, year-to-year:** Fifteen percent (15%) of the cost of the COPLINK Software at the time of system acceptance.
 - o **Annual Maintenance, three-year or more:** payable annually, fifteen percent (15%) of the cost of the COPLINK Software cost at the time of system acceptance.

These calculations shall apply all years that Customer has an Annual Maintenance Agreement in place for the KCC's Software, subject to standard increases for inflationary adjustments with a maximum of 3% for the first 60 months after the first maintenance period begins.

If the Customer elects to upgrade to the next COPLINK major version (i.e. 4.x to 5.x release), the software annual maintenance will increase 5% of the cost of the COPLINK Software above the current rate once the upgrade has been accepted by the Customer in a written notice.

Customer has the option of switching from year-to-year annual maintenance to three-year annual maintenance, or from three-year annual maintenance to year-to-year annual maintenance at the beginning of any maintenance period.

For integration services of the data sources, the maintenance will include any version upgrades to the underlying data source assuming the upgrade only has less than ten modifications—renaming, deletion, or addition—to the columns of the database from the initial mapping that was approved during the Data Acceptance test. All other modifications will not be included in the maintenance such as any change to the database platform such as a switch from AS/400 to SQL Server, any additional modules to the underlying source such as a Citation module, and any modifications that would require a redesign of the refresh mechanism. The price for all integration services work outside the scope of the maintenance as outlined in the previous statement will be negotiated at a future date.

Should an agency contributing to the COPLINK Node information sharing system withdraw, there are two possible courses of action:

1. Agency's already-migrated data to remain in COPLINK: KCC will modify the existing migration and mapping from those agencies to the COPLINK indexing server to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK Node.
2. Agency's already-migrated data to be removed from COPLINK: If an agency wishes to remove data previously migrated to the COPLINK indexing server, KCC will bill the agency \$2,000 (fixed price) to remove the data.

Should an agency elect to terminate their use of COPLINK and maintenance services, the sworn officer population will be reduced by that agency's number for purposes of calculating the software maintenance of the system.

2. SPECIFIC EXCLUSIONS.

A. The Maintenance and Support Services provided hereunder shall specifically exclude the following:

1. The inclusion of additional functionality and features for the COPLINK system version installed at Customer's site not specifically described in this Agreement, the software requirements statement or in the accepted software.
2. Modifications in or to the underlying data sources that provide information to the COPLINK system via the migration program without five day prior written notification of:
 - a) All changes and upgrades
 - b) Bulk operations on data sources
 - c) Scheduled downtime
3. Any hardware or third-party software not under the direct control of KCC.
4. New products or additional modules developed by KCC, or those not purchased by the customer under this agreement.
5. Any upgrade from an existing data source product to another (e.g. from VisionAir to Spillman), even if the new product is from the same vendor (e.g. from Motorola LRMS to Motorola NetRMS).

3. **TECHNICAL SUPPORT PROCEDURES.**

- **Hours of Technical Support:** Ordinary Technical support for the COPLINK system is available on regular business days (Monday through Friday, holidays excluded) from 8:00 am to 5:00 pm, Mountain Standard Time. Please note that Arizona does not switch to Daylight Savings Time.
- **Method of contacting Knowledge Computing Corporation:** The Customer will identify not more than three (3) staff members from each organization participating in the project who have the authority to make requests for technical support. One alternate person may be appointed who shall have the authority to contact technical support in the absence of or unavailability of the regular contact persons.
- **Methods of Reporting Technical Support Issues:** Customer may report technical support issues by:
 - Telephone to the Technical Support Center
 - A Change Order Request form sent by e-mail to support@coplink.net
 - In-person reporting to a KCC technical support advisor, followed up by a Change Order Request form
- **Technical Support Telephone number:** The toll-free number to call for technical support is 877.522.9599.
- **Problem Description:** KCC technical support personnel will log the technical support call and request sufficient information to determine exactly what type of problem is being reported.
- **Problem Determination:** KCC will respond within one business day to all requests for technical support with a plan outlining the process KCC intends to follow to resolve the problem. KCC classifies reported problems as one of four levels. Severity Levels are detailed below:
 - **Severity Level 1 (Critical Problem)** The System is unavailable, resulting in a critical impact to operations that require fast resolution.
 - **Severity Level 2 (Major Problem)** Designated users can access the System; however material functions are not available.
 - **Severity Level 3 (Minor Problem)** Designated users can access the System, and one or more of the less important functions are not available resulting in a minor impact.
 - **Severity Level 4 (Minor Problem/Enhancement Request)** The impact is insignificant to users, and the Parties agree that problem resolution will require new functionality or an enhancement to be made at a mutually agreed upon date.
- The description of the Problem Severity Level is found in the following table, along with the mitigation procedure.

Severity Level	Target Response Time (Normal Business Hours)	Frequency of Report on Issue Status	Target Issue Resolution Time
1	1 hour	Hourly	24 hours
2	1 hour	Daily	48 hours
3	1 day	Every 2 days	5 days
4	2 days	Monthly	As scheduled

- **Program Code Error (“Bug”) Determination:** KCC will attempt to replicate the problem described in the technical support request following the steps used by the customer. Non-reproducible problems will not be considered bugs.

- **Problem Resolution:** Upon determination that the technical support issue is a program code error, KCC will so report to the Customer and present a mitigation strategy to resolve the problem along with a tentative time line for problem resolution.
- **Report to Customer:** Upon resolution of the technical support issue KCC will provide the Customer with a synopsis of the issue, the findings of the KCC technical support staff and the final resolution of the problem.
- **Program Updates and Upgrades:** KCC will provide the Customer interim and major version updates and upgrades according to the terms of the initial deployment contract(s) and this Maintenance Agreement.
- **Program Patches and Service Packs:** Customer will receive any applicable program patches and service packs as they become available. Such patches and service packs will be designated as either “critical” or “non-critical.” Customer must install critical patches or service packs to be eligible for continued technical support.
- **Updated Installation Program:** KCC will provide Customer with a revised installation disk for the COPLINK system as these become necessary due to program modifications and additions.

Data Validation Form

Project Name: _____

Agency Name: _____

Data Source Name: _____

1. The Agency and KCC have conducted a Data Validation session consisting of side-by-side comparisons of actual documents as they appear in the source system and in COPLINK. The accuracy of this process is proportional to the number of documents examined. The Agency agrees that the sample size examined was sufficiently large to satisfy their particular quality requirement.
2. The accuracy of the Data Validation session also depends on the participants involved. The Agency has involved sufficient representation from some or all of their records, data entry, IT, command and end-user communities.
3. The Agency understands that any additional data mapping issues not identified during the Data Validation session will require change orders, could incur time and material costs to resolve and might not be resolved until after the data source is in production and the project has entered the maintenance phase.
4. Issues identified as **blocking defects** during this Data Validation session will be resolved by KCC and demonstrated as fixed during a subsequent Data Acceptance session. The data being examined during this Data Validation session will not be moved into the production COPLINK database before Data Acceptance.
5. Issues identified as **acceptable defects** during this Data Validation are to be resolved after this data source has been merged into the production database.

Blocking Defect #s: _____
(see attached issue report forms for details)

Acceptable Defect #: _____
(see attached issue report forms for details)

Agency Signature: _____

Agency Name: _____

Date: _____

Data Validation Issue Report

Reported by: _____

Steps to reproduce issue: *(Include document number, person name/DOB/identifiers which illustrate a specific example, when possible.)*

Explain what you *expected* to see:

Explain what you *actually* saw:

This issue represents: *(choose one)*

- A Blocking Defect (data should not be merged into production COPLINK and shared with other agencies until the issue is resolved.)
- An Acceptable Defect (data can be merged into production before the issue is corrected, but the issue should be resolved at the earliest opportunity.)

KCC Issue Tracking Number: _____
(May be assigned during or after data validation session)

Data Acceptance Letter

Project Name: _____

Agency Name: _____

Data Source Name: _____

1. The Agency agrees that the Data Acceptance Session has demonstrated that all **blocking defects** identified during the Data Validation Session have been resolved, and authorizes moving this data source into the production COPLINK database for sharing with other agencies.
2. The Agency understands that issues identified as **acceptable defects** during Data Validation are to be resolved after this data source has been merged into the production database.

Agency Signature: _____

Agency Name: _____

Date: _____

EXHIBIT A-6

SOFTWARE ACCEPTANCE

TEST PLAN

1. INTRODUCTION.

The purpose of this Acceptance Test Plan (ATP) document is to establish a set of expectations regarding the COPLINK Suite software functionality for the Customer. This functionality will include: Queries, Data Display, Application Configuration, and User Management as it relates to the basic installation of COPLINK, the Administration module and all other modules purchased by the Customer. This document will outline the test cases and steps that will be used to validate compliance of the installed COPLINK Solution Suite components to the acceptance criteria.

User Acceptance Testing is a key feature of preparing for implementation. It provides a formal means of ensuring that a new system is functioning properly from a user and provider perspective. The Acceptance Test Plan is intended to test the system in as close to a full normal day-to-day operational environment as possible before deploying the system for general use. The testing will be broken down into tests of specific modules of the system functionality and its support documentation. It will take into account both functionality and usability.

This document will plan for the final testing cycle called the ATP (Acceptance Test Plan). KCC requests that the Customer provide two testers of the COPLINK system to aid in this cycle. One of these testers should be a command level representative with signature authority. These 2 users will be provided with an outline of test cases to complete that will illustrate the functionality of the system. They will work with KCC's Internal Project Manager to ensure the system functions as it should. The system testing will include test scenarios in all the major components. A Data Validation and Data Acceptance session will occur for the first data source before functionality of the system is accepted and is a separate process from this ATP.

1.1 Document Structure

Section 2 explains the approach of the Acceptance Test Plan that we are using. It explains what is being tested and what is not.

Section 3 lists what requirements are necessary for the acceptance test plan to begin.

Section 4 explains who has what responsibilities during the acceptance plan.

Section 5 lists the test cases to be used during the acceptance test plan. These cases have an initial state COPLINK must be in, what actions must be done for the test, and the results of the actions.

2 APPROACH.

2.1 Introduction

This section describes the approach to the testing of COPLINK to ensure that it is functioning accurately.

2.2 Objectives

The Acceptance Test will define how COPLINK is tested to ensure that it meets the functionality defined in the Proposal for the software suite by completing defined test cases.

2.3 Structure

The tests are structured in a way so that each test checks to see if all aspects of functionality are met. That way we can ensure that the application (and any purchased modules) is functioning properly. It is important that all tests pass and that all results of testing are recorded.

2.4 Assumptions

The Acceptance Test assumes that the hardware and network are functional. This test will cover the following:

- The Functionality of the system as defined in the Proposal for the software suite
- Usability of the system

2.5 Exclusions

The acceptance test will not cover the following because they will be covered by other tests

- Data Validation
- Nonfunctional requirements defined in the Proposal for the software suite

3 CRITERIA.

The Acceptance test can begin after the following have been met:

- A proper environment to conduct the Acceptance Test is set up
- The latest version of COPLINK (including all purchased modules) is available
- Consent from the Client
- Consent from the Project Manager
- Data Acceptance has been completed for one data source

4 RESPONSIBILITIES.

4.1 Introduction

This section describes the responsibilities of all parties during the Acceptance test.

4.2 Roles and Responsibilities

KCC Project Manager

Customer Command Level Signateur

Customer Tester

4.3 Requirements

All parties during the testing of the Acceptance Test should be familiar with the interface for COPLINK and have a basic understanding of how COPLINK works.

4.4 Reporting

All tests done during the Acceptance Testing need to be recorded by the testers. Action will be taken reactively if/when problems arise during the testing phase.

5 TEST CASES.

5.1 Introduction

Each test case has a name, a state COPLINK should be in to initiate the case, what action(s) need to occur to perform the test, and what should happen after the actions are completed.

5.2 Functionality of COPLINK Detect and Modules Purchased

5.2.1 Direct Data Entry

Module: Compstat Analyzer (stand alone)				
	Location	Test Action	Expected Result	Pass/Fail
1	Map Window - Tool Bar - Direct Data Entry	Click on the map to add a note	Click on the map to add a note: note box opens, can add text, click Ok, Cancel, Clear. Click Show Note Text check box to show note on map.	

5.2.2 Query

5.2.3.1 Querying and Displaying Data

COPLINK Detect				
	Location	Test Action	Expected Result	Pass/Fail
1	Person - Description Tab	Input values within Last, First, Middle, Race, Sex, Age range fields and click Find Person Button	Results match Person Search form criteria given	
2	Person - Description Tab	Input values within DOB, HT, WT, Hair, Eyes and click Find Person Button	Results match Person Search form criteria given	
3	Person - Description Tab	Input values within Complexion and Build fields and click Find Person Button	Results match Person Search form criteria given	
33	Organization - Address Tab	Input values within Name and Type fields and click Find Organization Button	Results match Organization Search form criteria given	

34	Organization - Address Tab	Input values for Street (number " "-"), Dir, Name and Type and click the Find Organizations Button	The search returns results matching criteria and falls within acceptable street number range.	
35	Organization - Address Tab	Input values for Street (number " "-"), sDir, Apt#, City, State and Postal Code and click the Find Organizations Button	The search returns results matching criteria and falls within acceptable street number range.	
36	Organization - Address Tab	Input values for Phone 1: Country, Area and Number, without Query as Phone search checked and click the Find Organizations Button	The search returns results matching criteria.	
50	Location - Description Tab	Input values for Street (number " "-"), sDir, Apt#, City, State and Postal Code and click the Find Button	The search returns results that match the search criteria given.	
51	Location - Description Tab	Input a Mile Marker	The search returns results that match the search criteria given.	
52	Location - Description Tab	Input a Location Name	The search returns results that match the search criteria given.	
53	Location - Description Tab	Input a Location Category	The search returns results that match the search criteria given.	
54	Location - Description Tab	Input a Location Type	The search returns results that match the search criteria given.	
67	Vehicle - Description Tab	Input values of the range of the Vehicle year, License Plate, State, Check the Match anywhere in the License Plate Box, VIN, Style, Class, Make, Model, Color one and Color two	The search returns results matching criteria.	
68	Vehicle - Filter Tab	Input values of the range of year of the vehicle, License number, State, Check match anywhere in the License Plate, VIN, Division, Beat, Grid, Crime Class, Type, Specific Crime Code, Date and Time	The search returns results matching criteria.	
69	Vehicle - Filter Tab	Input Text of Narrative and Find	Search results should match given narrative text	

87	Phone - Filter	Input Phone number and Type then Find	Search should bring back records matching the criteria	
88	Phone - Filter	Input values for the division, beat, grid, crime class, type, specific crime code, date and time	The search returns results matching criteria.	
89	Phone - Agent Tab	Input values for the phone number and find	The search returns results matching criteria.	
90	Phone - Agent Tab	Input values for the phone number, select the radio button that is "no one". Enter an email address and in the custom message box enter a case number or name and check the email button. Type values in "notes for future reference". Click on Instant Collaboration	The search returns results matching criteria.	
91	Document - Filter Tab	Input values for the number, status, agency, type, division, beat, grid, crime class, type, specific crime code, date and time	The search returns results matching criteria.	
92	Document - Filter Tab	Input Text of Narrative and Find	Search results should match given narrative text	
93	Document - Officer M/O Tab	Input values of document number	The search returns results matching criteria.	
94	Document - Officer M/O Tab	Input values of badge number and activity type and case status	The search returns results matching criteria.	
95	Document - Officer M/O Tab	Input values agency MO category, MO type	The search returns results matching criteria.	

Module: Visualizer				
	Location	Test Action	Expected Result	Pass/Fail
1	Automatic Layout - Menu Item	Select menu items	Results should reflect menus selected	
2	Animated Layouts Check Box -	Click Check Box and select another layout	When selecting a new layout map should, or should not, animate	
3	Refocus graph on object click Check Box -	Click Check Box and click on an object - layout other then self-adjusting	Map should redraw with object clicked with focus	

4	Object Display Options - Global Options	Select Menu items	Results should reflect menus selected	
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Module: Incident Analyzer

	Location	Test Action	Expected Result	Pass/Fail
1	Incident Analyzer - Map Window - Tool Bar	Click on a crime spot to activate button. Associated reports show display: Ensure you can view a report. Click back button to return to map.	Click on a crime spot to activate button. Associated reports show display: Ensure you can view a report. Click back button to return to map.	
2	Incident Analyzer - Map Window - Tool Bar	Find Address; Show number of incidents graphically; view crime classes graphically		
3	Incident Analyzer - Map Window - Measure combo box	Draw a box on the map and select a measure (feet, mile etc.)	Allows you to select area and provide a measure. The measure should appear on the highlighted area for a square, circle and Free form draw	
4	Incident Analyzer - Animation Control Calendar drop down	Select the date drop down (left and right)	Ensure calendars appear and can be changed. The slider also adjusts accordingly.	

Module: Compstat Analyzer

	Location	Test Action	Expected Result	Pass/Fail
1	Select Filter	Select a Department (or more) on the left and select doc type(s) on the right then click ok	Compstat will load, the map with doc dots on the left and Time Analysis graph on the right	
2	Map Window - Tool Bar	Click on Map Area to get more information; Query & view selected data; Find addresses on a map; show number of incidents & crime classes graphically; view documents;	Information screen opens with information about selected area. OK button closes form.	
3	Map Window - Tool Bar	Query and view selected documents	Click on a crime spot to activate button. Associated reports show display: Ensure you can view a report. Click back button to return to map.	
4	Map Window - Tool Bar	Find address on a map		

5	Chart window - Chart Drop down	Select from drop down to change chart	Defaults to Time Analysis. Chart should change to selected chart from drop down.	
6	Chart window - Chart Type	Change from bar to all other types in drop down	Chart should change to type selected	
7	Chart window - Sort Order drop down	Select all different sort orders from drop down	Current chart should redraw to sort as selected	
Compstat - In Detect				
1	Each Step above	Perform Each step above in Detect also	Compstat should perform the same in Detect as stand alone plus the following:	
2	Map Window - Tool Bar - View document(s) information for the selected point(s)	Select points on the map then left click	Activates information tab for the selected point, listing crime types for that point. Expanding shows report numbers. Works.	
3	Information Tab	Click on the information tab in the Map window. Click on a document in that window	Detect should perform a search on the document from that window and display the results	

Module: Mobile				
	Location	Test Action	Expected Results	Pass/Fail
1	Person Search	Enter last name - click Search	A list of people matching last name appears	
32	Person Search	Click on person name to bring up Person Details	Person Details should appear	
4	Person Search	Enter known person	The correct individual should show up	
5	Person Search results page	Click on known person name for information	Person Details page should appear	
6	Person Search	Enter a known birthdate - click Search	The correct individual should show up	
7	Person Search	Click Search	A list of people matching selected race appears	
8	Person Search	Click Search	A list of people matching selected sex appears	
9	Person Search	Enter a Race and Sex	A list of people matching demographics appears	
10	Person Search	Enter a known Driver's License number	The correct individual should show up	
17	Organization Search - Wildcard, Soundex & Metaphone	Enter a known organization name, misspelled	Known organization should appear	

18	Organization Search - Wildcard, Soundex & Metaphone	Click on organization to bring up Organization Details	Organization Details should appear	
19	Organization Details - Wildcard, Soundex & Metaphone	Click on all hyperlinks on Organization Details page	All hyperlinks should work	
20	Organization Search - Wildcard	Enter a Type, such as Business or Drug Cartel; search	Search should bring back results	
24	Location Search - Wildcard	Enter the address of a known location; click Search	Location should come up in results	
25	Location Search - Wildcard	Click on organization to bring up Location Details	Organization Details should appear	
26	Location Search - Wildcard	Click on all hyperlinks on Location Details page	All hyperlinks should work	
27	Location Search - Wildcard	Enter the phonen number of a known location; click Search	Location should come up in results	
28	Vehicle Search - Wildcard	Enter a range of years; click Search	Results should appear within that range of years	
29	Vehicle Search - Wildcard	Enter a known partial plate number; click Search	Results should appear with partial plate number	
30	Vehicle Search - Wildcard	Enter a State; click Search	Results should appear	
31	Document Search - Wildcard	Enter a year, such as 2008, for Doc #, or a known document number	Either a single document, a list of documents, or 0 records found should appear	
32	Document Search - Wildcard	Click on a document number to bring up Document Details	Document details should appear	
33	Document details page - Wildcard	Click on all hyperlinks on Document details page	All hyperlinks should work	
34	Document Search - Wildcard	Enter a known badge number; click Search	Either a single document, a list of documents, or 0 records found should appear	
35	Search Results page - Wildcard	Click on a document number to bring up Document Details	Document details should appear	

5.3 Admin Module

5.3.1 Application Configuration

Location	Test	Expected Result	Pass/Fail
	Click Admin Button	Login Page for Coplink Admin is displayed	
	Type a incorrect user name and password	Retry login page is displayed	
	Type a correct user name and password	Coplink Admin Module Loads	
	Verify Help > About displays correct version	Ensure version number is correct	
	Test all menu bar buttons, drop down menus and their functionality	Verify buttons perform user-expected result	
	Verify shortcut key function (seen in View menu)	All forms come up with proper shortcut key	
Application Tab	View Logins tab > Click on View Logins Button	Verify output (at LEAST you should be listed)	
Application Tab	View Transactions tab > Fill in your user info with a 1 week date range	Verify output matches your logins for the week	

5.3.2 User Management

Location	Test	Expected Result	Pass/Fail
Users Tab	Create new user, fill in ALL fields on all Sub tabs and click add/Update	New user is created	
Users Tab	View the new users information	All valid information is displayed correctly	
Users Tab	Modify all the information on the user you created	User is modified	
Users Tab	View the users information	All valid information was changed successfully	
Users Tab	Load yourself, tehn load user created above	Verify all data is correct and that all is refreshed properly, Such as admin rights.	

EXHIBIT B

SOFTWARE END-USER LICENSE AGREEMENT (EULA)

COPLINK Software End-User License Agreement (EULA)

The term "Software" includes and these terms and conditions also apply to any updates, modifications and upgrades to the Software that County may receive from time to time. By installing the Software County accepts and agrees to the terms of this License. If County does not agree to the terms of this Software End-User License Agreement County is not authorized to use the Software. This License constitutes the entire agreement concerning the Software between County and KCC and it supersedes any prior proposal or representation.

1. RIGHTS AND LIMITATIONS

- a) **General.** The Software is licensed, not sold. KCC hereby grants to County a perpetual, non-exclusive and non-transferable license to use any and all COPLINK Software provided to County under this License in accordance with the terms and conditions set forth herein. The Software is protected by copyright laws as well as by other intellectual property laws. The Software and any copies that County are authorized by KCC to make are the intellectual property of and are owned by KCC. The structure, organization and code of the Software are the valuable trade secrets and confidential information of KCC. This License grants County no rights to use such content.
- b) **Restricted Rights Notice.** The Software provided under this License is provided with RESTRICTED RIGHTS. Use, duplication or disclosure is subject to restrictions set forth in this License.
1. County agree that County will not sublicense, assign, transfer, pledge, lease, rent or share County's rights under this License other than to allow use of the Software by authorized individuals accessing the COPLINK system node on which the Software is installed.
 2. County agrees that County will not modify, adapt, disassemble, decompile, reverse engineer, translate or otherwise attempt to discover the source code of the Software.
 3. County may not modify the Software or create derivative works based upon the Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one computer.
 4. County must maintain all copyright notices on all copies of the Software.
 5. County may not distribute copies of the Software to third parties.
 6. County may not export the Software to any country, entity or person to which export would be illegal.
 7. All rights not expressly granted are reserved by KCC.
- c) **KCC's Rights.** County acknowledges and agrees that the Software and Documentation are proprietary products of Knowledge Computing Corporation under copyright law and disclosed to County by KCC in confidence. County shall take all reasonable steps to safeguard the Software. KCC owns and will retain all copyright, trademark, trade secret and

other proprietary rights in and to Software. This License conveys to County only a non-exclusive and limited right of use, revocable in accordance with the terms and conditions of this License. In the event that County fails to comply with any terms and/or conditions hereof, this License shall terminate automatically and KCC shall be entitled to all remedies in accordance with applicable law.

d) **Other Limitations.** This license is further limited as follows:

1. The Software may not be used by County for any other purpose than that set forth herein, including without limitation, designing or developing any products to be sublicensed or distributed by or on behalf of County or the National Institute of Justice.
2. The License granted to County hereunder shall be a license to use the machine-readable object code only, and shall specifically exclude source code; County shall allow only authorized users to access the COPLINK System software and use the services of the Software.

2. WARRANTIES

a) **Material Errors.** KCC warrants that if during the ninety (90) day period after installation and/or the duration of any extended warranty, County notifies KCC that the Software contains an error that materially and adversely affects County's law enforcement activities, KCC will at no cost to County use its best efforts to either correct the error or provide a reasonable workaround for such error. KCC does not warrant that the functions contained in the Software will meet County requirements, nor that the operation of the Software will be uninterrupted or error-free. The warranties set forth in this Section do not cover any copy of the Software that has been altered or changed in any way by County or any authorized user.

During the warranty period KCC will provide changes to the software mutually agreed upon by the parties for software troubleshooting and program code debugging only. No customization of the COPLINK System products will occur beyond that stated unless otherwise noted in a separate agreement. The warranty does not include any updates to the software that are not the result of errors.

b) **Exclusions.** KCC is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which Customer has authorized KCC to install the KCC Software, nor is KCC responsible for problems that occur as a result of the use of the KCC Software in conjunction with software of third parties or with hardware that is incompatible with the operating system for which the KCC Software is being installed.

c) **Limitations.** ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. The warranties contained in this section are made in lieu of all other warranties whether oral or written. Only an authorized officer of KCC may make modifications to this warranty or additional warranties binding KCC, and any such modifications or additional warranties must be in writing and must be approved by County. Approval shall not be unreasonably withheld.

d) **Java™ Support.** The software product may contain support for programs written in Java™. Java™ technology is not fault tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft

navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java™ technology could lead directly to death, personal injury, or severe physical or environmental damage.

3. INDEMNIFICATIONS

- a) **Claim and Action.** In the event of any such claim or action for copyright infringement against the County, KCC shall have the option to either:
 - 1. Modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or
 - 2. Procure for County the right to continue using the software.
- b) **Contingencies.** Any such indemnification under this Section shall be contingent upon:
 - 1. County promptly notifying KCC in writing of any claim or action of which indemnification is sought;
 - 2. Immediately ceasing use of the software upon notice of any such claim or action; and
 - 3. Affording to KCC sole control of the defense or settlement of any such control or action.

4. MISCELLANEOUS PROVISIONS

- a) **Applicable Law.** If County acquired the Software in the United States, this EULA is governed by the laws of the State of California.
- b) **Modifications.** This License may only be modified by a written amendment signed by persons duly authorized to enter into contracts on County's behalf and KCC.
- c) **Waiver.** The failure of either party of this License to take affirmative action with respect to any conduct of the other, which is in violation of the terms of this contract, shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.
- d) **Withdrawal by Individual Agency.** Should one or more agencies contributing to a COPLINK Node information sharing system withdraw, KCC will modify the existing migration and mapping from those agencies to the COPLINK node or data warehouse to exclude future refresh of data from those agencies. Such modification will be covered as part of the annual maintenance so long as the remaining agencies' data remains in the COPLINK node. If an agency wishes to remove data previously migrated to the COPLINK node or data warehouse, KCC will bill the fiscal agent for the COPLINK node for time and materials related to this activity.
- e) **Use of Names and Trademarks.** County shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the Software without the written consent of the party whose name is desired to be used. COPLINK and other trademarks contained in the Software are trademarks or registered trademarks of KCC. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. County may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize County to use the COPLINK trademark or its licensors' names or any of their respective trademarks.
- f) **Entire Software End-User License Agreement.** No COPLINK reseller, agent or KCC employee is authorized to make any amendment to this License.

All questions concerning this EULA shall be directed to: Knowledge Computing Corporation, 7750 E. Broadway Blvd. Suite 100, Tucson, AZ 85710, Attention: Support Services.

EXHIBIT B-1

ADDITIONAL TERMS & CONDITIONS

1. **GENERAL.**

To the extent authorized by applicable law, the parties hereto agree to keep any information identified as confidential by the disclosing party, confidential using methods at least as stringent as each party uses to protect its own confidential information. "Confidential Information" shall include KCC's research and development plans and reports, the computer code for the KCC Software (both source and object code), the functionality or manner of operation of any computer code (including without limitation screen designs and flows), or any other designs, techniques, methods, specifications, drawings, sketches, processes, trade secrets, product information, print-outs, formulae, samples, prototypes, systems and components, marketing or promotional information, and any other information marked confidential or accompanied by correspondence indicating such information is confidential exchanged between the parties hereto. Confidential Information also includes information relating to the disclosing party's business or financial affairs, such as financial results, business methods, pricing, competitor and product information and all other information designated as confidential. Except as may be authorized in advance in writing by KCC, Customer shall grant access to the Confidential Information only to its own employees involved in installing and maintaining the KCC Software and Customer shall require such employees to be bound by this Agreement as well. In addition, Customer shall not permit any personnel or Authorized User to remove any proprietary or other legend or restrictive notice contained or included in any material provided by KCC. The confidentiality and use obligations set forth above apply to all or any part of the Confidential Information disclosed hereunder except to the extent that:

- A. KCC or Customer can show by written record that it possessed the information prior to its receipt from the other party;
- B. The information was already available to the public or became so through no fault of the KCC or Customer;
- C. The information is subsequently disclosed to KCC or Customer by a third party that has the right to disclose it free of any obligations of confidentiality; or
- D. Is independently developed by the other party without breach of this Agreement.

2. **IMPROPER ACTS.**

Customer and Authorized Users shall not attempt to reverse engineer, translate, decompile or disassemble the object code of the KCC Software and Customer agrees to use its best efforts to prevent reverse engineering, translation, decompilation and disassembly of the object code of the KCC Software by its authorized users.

3. **OWNERSHIP.**

- A. KCC shall own all computer software and data KCC develops in the performance of its obligations under this Agreement, including all copyrights, trade secrets, and other intellectual property rights with respect to any object codes, source codes, instructions, manuals or other materials relating to the installation, operation of computer software provided by KCC.
- B. Customer retains ownership of any data sent or migrated to the COPLINK Solution Suite.

4. FORCE MAJEURE.

Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected to include: failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

5. USE OF NAMES AND TRADEMARKS.

Customer shall have the right to use the trademarks and name of KCC, but shall not have the right to use the names of the inventors of the KCC Software without the written consent of the party whose name is desired to be used.

EXHIBIT C

PAYMENT & RATES

In consideration of the services set forth in Exhibits A through A-6, County shall pay Contractor according to the following:

1. PROJECT COST SUMMARY.

Description	Qty	Price	Sub-Totals
COPLINK Software Licensing (Enterprise)*			\$ 43,600.00
Data Source Integration Services**			\$ 383,460.00
Services:			
<i>Node Installation Fee</i>		\$ 50,000.00	
<i>Training Services (16 hours, for 15 persons)</i>	4	\$ 37,000.00	
<i>Web Training (Hours)</i>	20	\$ 5,000.00	
Subtotal Services			\$ 92,000.00
3rd Party Services			
<i>Sunridge Data Warehouse</i>		\$ 85,000.00	
<i>HiTech SNARE</i>		\$ 47,000.00	
<i>KCC Project Management (hours)</i>	24	\$ 6,000.00	
Subtotal 3rd Party Services			\$ 138,000.00
3rd Party Hardware:			
<i>Servers & Direct Attach Storage (see Hardware Specs)</i>		\$ 94,013.97	
<i>Intermediary Servers (desktop boxes)</i>	6	\$ 6,000.00	
<i>Intermediary Servers (1U box upgrades incl. SQL Server)</i>	4	\$ 8,000.00	
Subtotal 3rd Party Hardware			\$ 108,013.97
3rd Party Software:			
<i>MS SQL Server Standard Edition (per CPU)</i>	2	\$ 5,000.00	
<i>ESRI Java MapObjects</i>	1	\$ 5,000.00	
Subtotal 3rd Party Software			\$ 10,000.00
1st Year Software Maintenance			\$ 81,008.82
Sales Tax @ 9.25% (software and hardware)			\$ 925.00
TOTAL 1st Year PROJECT COST			\$ 857,007.79
2nd Year Project Cost			
Software Maintenance		\$ 81,008.82	
Integration Services Maintenance		\$ 61,809.00	
Total			\$ 142,817.82
TOTAL PROJECT COST			\$ 999,825.62

- See Exhibit C for detailed Licensing Value, Integration Services Cost, and Hardware Specifications.
- Note 1: KCC will NOT be providing any on-going support for the Sunridge Data Warehouse and HiTech SNARE. All maintenance of the previously listed products will be provided by the respective vendor. Additional costs described in Exhibit C for Sun Ridge Systems and HiTech, respectively, will be covered by the Customer. Hardware costs for the Sun Ridge Systems

data warehouse solution are not included in this pricing and are the responsibility of the Customer or contributing agency.

- Note 2: Due to travel discount, training sessions must be delivered back-to-back or two per week. If the sessions cannot be delivered back-to-back additional travel costs will be added.

2. SOFTWARE LICENSE.

A. Software License Value.

Enterprise Software Licensing:	Costs
COPLINK Base System	\$217,768.07
COPLINK Computer-based Training	\$9,601.00
COPLINK Active Agent	\$28,584.79
COPLINK Incident Analyzer	\$47,568.58
COPLINK Adaptive Analytical Architecture (A3)	\$33,428.93
COPLINK Visualizer	\$47,568.58
COPLINK Intel L.E.A.D.	\$71,461.97
COPLINK Mobile (incl. iLEAD mobile)	\$40,476.93
COPLINK CompSTAT	\$43,600.00
Standard LEXS2.1 SR Interface for Connection to ARIES	Included
SUBTOTAL SOFTWARE VALUE	\$540,058.82
Annual Software Maintenance for San Mateo	\$81,008.82

* Value based on seven Level-5 licenses for all of California (except the CompSTAT module) and is used for the license fee maintenance calculation. The COMPSTAT module was not part of the CA statewide license so has been priced here separately for only the agencies listed below.

** LEXS2.1 SR interface specifications will be provided to ARIES. ARIES will have the responsibility to create an interface to this standard and ARIES costs to provide this interface are not included in this contract. KCC will NOT create a custom interface for ARIES but could for an additional cost. KCC will assist in connecting ARIES and COPLINK.

B. Agencies for Software Licensing.

AGENCY	SWORN OFFICER POPULATION
Total	4442
San Mateo County Sheriff's Office	395
Hillsborough PD	27
Foster City PD	39
San Mateo PD	111
San Francisco PD	2328
Atherton PD	21
Belmont PD	33
Brisbane	15
Broadmoor PD	22
Burlingame PD	41
Colma PD	19
Daly City PD	121
East Palo Alto PD	48
Half Moon Bay PD	18
Menlo Park PD	41
Millbrae PD	30
Pacifica PD	39
Redwood City PD	99
San Bruno PD	50
San Carlos PD	35
South San Francisco PD	80

3. INTEGRATION SERVICES COST.

Datasets	Revised Data Sources	Initial Dataset Cost	Cost of Subsequent Datasets	Vendor Export	Total Cost for All Datasets
RMS					
LawRECORDS	1	\$ 46,410.00	\$ -	\$ 5,000.00	\$ 51,410.00
RIMS	1	\$ 46,410.00	\$ -		\$ 46,410.00
Safety Net	1	\$ 46,410.00	\$ -	\$ 5,000.00	\$ 51,410.00
I/LEADS	1	\$ 46,410.00	\$ -	\$ 5,000.00	\$ 51,410.00
Aegis	1	\$ 46,410.00	\$ -		\$ 46,410.00
Hillsborough PD	1	\$ 46,410.00	\$ -		\$ 46,410.00
SUBTOTAL	6				\$ 293,460.00
Additional					
COTS JMS	2	\$ 25,000.00	\$ 25,000.00		\$ 50,000.00
COTS Mugs	2	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 40,000.00
SUBTOTAL	4				\$ 90,000.00
Total for Integration Services					\$ 383,460.00
COTS: Commercial Off-the-Shelf product					

4. HARDWARE SEPCIFICATIONS.

Part Number	Description	Specification	Qty	Total Price
Dell Power Vault MD3000	Data Storage	30x300Gig 15K HDD, dual HBA controllers, Installation included (configured as Raid-50 for optimal performance, 9TB usable)	2	30,000.00
Dell PE 1950 III	Coplink Database SQL Cluster Server	PowerEdge R610, 2xXeon E5540 processors @ 2.53Ghz, 32Gigs memory, 2x146Gig HDD configured as Raid1, Windows Server 2008 Enterprise x64, 4-year ProSupport 4HR 7x24 Onsite, installation included	2	20,000.00
Dell PE 1950 III	Redundant Application Servers and Migration Servers	PowerEdge R610, 2xXeon E5540 processors @ 2.53Ghz, 8Gigs memory, 2x146Gig HDD configured as Raid1, Windows Server 2008 Standard x64, 4-year ProSupport 4HR 7x24 Onsite, installation included	4	25,000.00
Cisco WS-2960G-24TC-L	24-Port gigabit switches		2	4,243.98
Cisco CSS 11501	Content Services Load Balancing		1	14,769.99
Total:				94,013.97

Notes: Cisco hardware will be purchased by San Mateo County SO and will invoice KCC for the amount shown above. Dell hardware will be purchased by KCC and shipped directly to San Mateo County for installation by a Dell representative. Once KCC has remote access to the hardware, KCC will install the software.

5. HITECH SNARE COSTS.

Qty	Item#	Product Description	Unit Price	Discount	Total
		Software			
18		IBM UniVerse RDBMS Server Edition	\$208.00		\$3,744.00
1		IBM UniVerse UV/NET Server Edition (per server)	2,783.00	30%	1,948.10
4		IBM UniVerse Connection Pooling Feature*	1,850.00		7,400.00
		Annual Maintenance			
18		IBM UniVerse RDBMS Server Edition	80.00		1,440.00
1		IBM UniVerse UV/NET Server Edition (per server)	449.00		449.00
4		IBM UniVerse Connection Pooling	278.00		1,112.00
					0.00
		Services			
4		Project Management (hours)	300.00		1,200.00
20		Implementation (hours)	250.00		5,000.00
2		Training (Hitech) (hours)	200.00		400.00
					0.00
				Software Subtotal	13,092.10
				Maintenance Subtotal	3,001.00
				Services Subtotal	6,600.00
				Tax Rate	0.00%
				Taxes	0.00
				GRAND TOTAL	\$22,693.10

Notes:

This quote does not include hardware, travel, or out of pocket expenses.
Any additional UniVerse Licenses will be available at then current IBM pricing and can be quoted as requested.

* SNARE is currently using 4 HTTP handlers. This could be reduced to three, lowering the cost by \$2,128 for the server license and maintenance.

Qty	Item#	Product Description	Unit Price	Discount	Total
		Hardware			
1	4BECWYK1	Dell PowerEdge 2950 III Server includes:	\$8,535.00		\$8,535.00
		Red Hat Linux Enterprise 5.2, 3 yr			0.00
		8GB 667MHz (4X2GB), Dual Ranked DIMMs			0.00
		300GB 10KK RPM SCSI Gbps Hot Plug Hard Drives (X2)			0.00
		SAS 6/iR Integrated Controller			0.00
		3 years ProSupport for IT and Mission Critical 4HR 7X24 Onsite			0.00
1	B6963AA	HP Data Prot Windows/Netware/Linux LTU***	825.00		825.00
1	B6960MA	HP Data Prot Starter Pack DVD Set	145.00		145.00
1	AE313B	DAT72X10 Tape Auto	1,919.00		1,919.00
1	AH166A	HP 1U Autoloader Rack Kit	139.00		139.00
		Annual Maintenance			
1	HA110A3	HP Software 7RE Support	669.06		669.06
		Services			
1		Application Installation, Conversion & Implementation (week)	8,844.00		8,844.00
1		Project Management (Hours)	328.00		328.00
				Hardware Subtotal	11,563.00
				Maintenance Subtotal	669.06
				Services Subtotal	9,172.00
				Tax Rate	9.25%
				Taxes	1,069.58
				GRAND TOTAL	\$22,473.64

Notes:

This estimate does not include hardware, travel, or out of pocket expenses.

* Shipping not included in this quote.

This quote requires completion of the UniVerse Conversion

*** OMNI OpenView Products

Includes 3 years of Red Hat Linux Support

6. PAYMENT SCHEDULE.

Deliverable Number	Deliverable Description	Due Date*	Total Payment
1a	Initial Payment (Computer Hardware, COPLINK Software and 3rd Party Software)	Upon Contract Signing	\$ 148,538.97
1b	Node Installation Fee (Hardware and Software Installed)	8/14/2009	\$ 50,000.00
1c	Sun Ridge Systems Data Warehouse Hardware and Software Installed (including KCC PM)	8/14/2009	\$ 45,500.00
1d	HiTech SNARE Hardware and Software Installed	8/14/2009	\$ 25,325.00
1e	Intermediary Servers Installed	8/28/2009	\$ 14,000.00
1f	Software Acceptance (1st year Software maintenance)	9/18/2009	\$ 81,008.82
2a	Integration Services - Data Acceptance for LawRECORDS	9/18/2009	\$ 38,557.50
2b	Integration Services - Data Acceptance for RIMS	10/16/2009	\$ 34,807.50
2c	Integration Services - Data Acceptance for Safety Net	10/16/2009	\$ 38,557.50
2d	Integration Services - Data Acceptance for I/LEADS	9/18/2009	\$ 38,557.50
2e	Integration Services - Data Acceptance for Aegis	TBD	\$ 34,807.50
2f	Integration Services - Data Acceptance for Hillsborough PD	10/16/2009	\$ 34,807.50
2g	Integration Services - Data Acceptance for NWS JMS	TBD	\$ 18,750.00
2h	Integration Services - Data Acceptance for Abbey Group JMS	9/25/2009	\$ 18,750.00
2i	Integration Services - Data Acceptance for Both Dataworks Mugs	10/16/2009	\$ 30,000.00
3a	Integration Services - Refresh Acceptance for LawRECORDS	10/16/2009	\$ 12,852.50
3b	Integration Services - Refresh Acceptance for RIMS	12/4/2009	\$ 11,602.50
3c	Integration Services - Refresh Acceptance for Safety Net	12/4/2009	\$ 12,852.50
3d	Integration Services - Refresh Acceptance for I/LEADS	10/16/2009	\$ 12,852.50
3e	Integration Services - Refresh Acceptance for Aegis	TBD	\$ 11,602.50
3f	Integration Services - Refresh Acceptance for Hillsborough PD	11/20/2009	\$ 11,602.50
3g	Integration Services - Refresh Acceptance for NWS JMS	TBD	\$ 6,250.00
3h	Integration Services - Refresh Acceptance for Abbey Group JMS	11/20/2009	\$ 6,250.00
3i	Integration Services - Refresh Acceptance for Both Dataworks Mugs	11/20/2009	\$ 10,000.00
4	Sun Ridge Systems Data Warehouse System Acceptance (including KCC PM)	9/18/2009	\$ 45,500.00
5	HiTech SNARE System Acceptance	9/18/2009	\$ 21,675.00
6a	Two Training Sessions	TBD	\$ 18,500.00
6b	Two Training Sessions	TBD	\$ 18,500.00
6c	Webex Training Hours (possible Performance Bond Cost)	TBD	\$ 5,000.00
7	Final Payment on System Acceptance (2nd Year Maintenance Fees)	12/18/2009	\$ 142,817.82
Total			\$ 999,825.62

* Assuming contract will be signed by June 30, 2009

Note: All payments will be made by 12/31/09 due to grant expiration. For deliverables not complete by 12/31/09, all amounts associated with those deliverables will need to be included in a Letter of Credit or Performance Bond until completed. The performance bond costs will be covered by this contract and taken from the Webex Training Hours cost per a change request. The performance bond cost will not exceed the Webex training cost. If a grant extension is approved, a performance bond is not needed.

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.

Rollin Roos

Name of 504 Person - Type or Print

Knowledge Computing Corporation

Name of Contractor(s) - Type or Print

7750 East Broadway Blvd., Suite 100

Street Address or P.O. Box

Tucson, AZ 85710

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."

COUNTY OF SAN MATEO CONTRACTOR'S DECLARATION FORM

I. CONTRACTOR INFORMATION			
CONTRACTOR NAME:	Knowledge Computing Corporation	PHONE:	
CONTACT PERSON:	Rollin Roos	FAX:	
ADDRESS:	7750 East Broadway Blvd., Suite 100		
	Tucson, AZ 85710		

II. EQUAL BENEFITS (check one or more boxes)
Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.
<input type="checkbox"/> Contractor complies with the County's Equal Benefits Ordinance by: <ul style="list-style-type: none"> <input type="checkbox"/> offering equal benefits to employees with spouses and employees with domestic partners. <input type="checkbox"/> offering a cash equivalent payment to eligible employees in lieu of equal benefits.
<input type="checkbox"/> Contractor does not comply with the County's Equal Benefits Ordinance.
<input type="checkbox"/> Contractor is exempt from this requirement because: <ul style="list-style-type: none"> <input type="checkbox"/> Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000. <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)
<input type="checkbox"/> Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
<input type="checkbox"/> No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)
<i>Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.</i>
<input type="checkbox"/> Contractor complies with the County's Employee Jury Service Ordinance.
<input type="checkbox"/> Contractor does not comply with the County's Employee Jury Service Ordinance.
<input type="checkbox"/> Contractor is exempt from this requirement because: <ul style="list-style-type: none"> <input type="checkbox"/> the contract is for less than \$100,000 <input type="checkbox"/> Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

SIGNATURE _____

PRINTED NAME _____

DATE _____

TITLE _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,