



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Information Services Department



DATE: November 28, 2011
BOARD MEETING DATE: December 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Chris Flatmoe, CIO/Director of Information Services
SUBJECT: Agreement with Sable Computer, Inc., dba KIS (Keep IT Simple)

RECOMMENDATION:

Adopt a Resolution authorizing:

1. The President of the Board to execute an Agreement with Sable Computer, Inc., dba KIS (Keep IT Simple), for the term December 14, 2011 to December 13, 2012, to provide design, configuration and implementation assistance for the conversion from Novell NetWare to the County's Active Directory (AD) structure, in an amount not to exceed \$329,233; and
2. The Chief Information Officer or his designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

In 2009, Novell announced the end of general support for the NetWare operating system. The end of extended support is March, 2012. The Human Services Agency still utilizes this network operating system for user authentication and file and print services. To ensure both vendor support as well as application compatibility going forward, ISD has recommended that HSA move these services to the County's Active Directory (AD) structure.

DISCUSSION:

In November 2011, ISD released RFP #ISD1818 to select a vendor to assist ISD with design, configuration and implementation assistance to migrate HSA from NetWare to AD.

HSA will benefit from the migration as there will be a single source for application authentication and user identity, lowering password maintenance costs and allowing easier, less expensive application authentication requirements. Additionally, this migration to AD will improve security by allowing a single source of user identity

providing the ability to shut down access to all systems quickly should the need arise. The Vendor will provide knowledge transfer of best practices for maintaining the system post-implementation as well as documented steps to allow ISD to continue the NetWare migration work with other departments once the engagement is completed.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. Risk Management has reviewed and approved Contractor's insurance and County Counsel has reviewed and approved the Resolution and Agreement as to form.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Collaborative Community by providing County staff with subject matter expertise which will facilitate migrating other County departments from end-of-useful-life network operating systems to newer generation network operating systems.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percent of time information and technology available	99.84%	99.38%

FISCAL IMPACT:

The term of this Agreement is December 14, 2011 to December 13, 2012. The total cumulative obligation for this Agreement is not to exceed \$329,233. Funding for this Agreement is included in the FY 2011-12 Approved ISD Budget. Recommendations will be made for future budgets.

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	Migrate H.S.A. home directories and shared drives from an e-Directory/NetWare/iPrint environment to an Active Directory (AD)/Windows environment.
2.	List key evaluation criteria	<ul style="list-style-type: none"> *Completeness of Vendor's proposal *"Best overall fit" of vendor's procedures and capability to sufficiently handle proposed Scope of Work *Service Description *References *Cost *Methodology/Tools Employed *Ability to comply with the County's contract requirements
3.	Where advertised	San Mateo County Times, County website at www.co.sanmateo.ca.us/isd/rfp
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	<ul style="list-style-type: none"> Novacoast, Inc. Novell, Inc. Keep IT Simple HardSoft Corporation VMC Consulting Convergent Computing, Inc.
5.	Total number of RFP's sent to prospective proposers	6
6.	Number of proposals received	5
7.	Who evaluated the proposals	<ul style="list-style-type: none"> Daniel Gee Scott Higa Stormy Maddux Kevin Pankhurst Sheldon Yu
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<ul style="list-style-type: none"> Keep IT Simple, Fremont, CA Novacoast, Inc., Santa Barbara, CA

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING 1) THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH SABLE COMPUTER, INC., DBA KIS (KEEP IT SIMPLE), FOR THE TERM DECEMBER 14, 2011 TO DECEMBER 13, 2012, TO PROVIDE DESIGN, CONFIGURATION AND IMPLEMENTATION ASSISTANCE FOR THE CONVERSION FROM NOVELL NETWARE TO THE COUNTY'S ACTIVE DIRECTORY (AD) STRUCTURE, IN AN AMOUNT NOT TO EXCEED \$329,233; AND 2) THE CHIEF INFORMATION OFFICER OR HIS DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE) AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS.

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

WHEREAS, in March 2012, Novell will no longer offer general support for its NetWare Operating System; and

WHEREAS, the Human Services Agency (H.S.A.) still utilizes the Operating System for user authentication and file and print services; and

WHEREAS, to ensure vendor support and application compatibility, ISD has recommended that H.S.A. convert their network operating system to the County's Active Directory (AD); and

WHEREAS, Sable Computer, Inc., dba KIS (Keep IT Simple), and the County of San Mateo now wish to enter into an Agreement for the design, configuration and implementation assistance for the conversion from Novell NetWare to the County's Active Directory (AD) structure, for the term beginning December 14, 2011 to December

13, 2012, in an amount not to exceed \$329,233; and

WHEREAS, this Board has been requested to grant signature authority to the Chief Information Officer or his designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the Contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors is authorized and directed to execute said Agreement as is approved by the County Counsel for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that signature authority is granted to the Chief Information Officer to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the Contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SABLE COMPUTER, INC., DBA KIS (KEEP IT SIMPLE)**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and SABLE COMPUTER, INC., DBA KIS (KEEP IT SIMPLE), hereinafter
called "Contractor";

W I T N E S S E T H:

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 providing consulting, engineering and development services for the County's Human Services Agency's (H.S.A.'s) migration from their current Netware-based Authentication and file services environment to a Windows-based Active Directory environment.

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment 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 THREE HUNDRED TWENTY NINE THOUSAND TWO HUNDRED THIRTY THREE DOLLARS, (\$329,233).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 14, 2011 through December 13, 2012.

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

Under this Agreement, Contractor will provide qualified individuals for the project. These individuals may be required to submit to a background screening conducted by the San Mateo County Sheriff's Office. Based on the results of the background screening, the County has the right to demand a different individual without thirty days notice. If the County's demand is not met, then the County has the option to terminate this Agreement without thirty days notice.

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.

- (1) **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.
- (2) **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:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) 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, 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

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

12. Compliance with Contractor Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

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

(b) 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.

(c) 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 County, to:

Chris Flatmoe, CIO/Director of Information Services
455 County Center, 3rd Floor
Redwood City, CA 94063
Fax: 650-363-7800

In the case of Contractor, to:

Mr. Allan Hurst, Partner, Director of Enterprise Strategy
4027 Clipper Court
Fremont, CA 94538
Fax: 510-933-1915

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

By: _____
Carole Groom, President,
Board of Supervisors, San Mateo County

ATTEST:

Date: _____

By: _____
Clerk of Said Board

SABLE COMPUTER, INC., DBA KIS (KEEP IT SIMPLE)

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND SABLE COMPUTER, INC., DBA KIS (KEEP IT SIMPLE)

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

1. **SCOPE OF WORK**

Contractor will provide professional services to migrate the County's Human Services Agency's (H.S.A.'s) Novell NetWare environment to the County's Active Directory.

Project Prerequisites

- Novell Groupwise and ZENworks 7 will be migrated to new platforms by the County prior to the commencement of the project.
- Suitable Windows file/print destination servers (virtual preferred) for the migration will be provided by the County, on a 1:1 basis with the existing Netware source servers to be migrated.
- A Windows Domain Controller at each site will be provided by the County to host a copy of the new Active Directory tree to be used as the destination for all migrated accounts.
- County will provide a non-production network suitable to creating a testbed environment simulating the existing production network.

Task 1: Migration Planning – Decisions will be made regarding the disposition of existing subsystems. This includes, but may not be limited to, all factors critical to a successful migration.

- Project kickoff meeting and workspace setup
- Gathering existing network documentation
- Ascertaining data cleansing requirements
- Designing and building the testbed system
- Creating the IDM systems design
- Creating rules for IDM data placement and migration
- Performing health checks on both the existing eDirectory and Active Directory trees
- Planning out the destination server configuration
- Reviewing and planning migration tool options (Quest Migrator for NDS)
- Reviewing and planning workstation migration options

Task 2: Design Plan for Environment - Identity Management; NetIQ IDM will be used to tie together three trees (Existing eDirectory Tree "H.S.A", Existing Active Directory domain "hsacsm.co.sanmateo.ca.us" and New Active Directory domain "hsa.sanmateo.ads").

To speed development, testing and rollout, Contractor will utilize an aggregated "flat" tree called an Identity Vault. This is a Novell/NetIQ Consulting Best Practice. The Identity Vault can act as an LDAP source for rapid authentication lookups by various systems (e.g., Cisco, WebSense, etc.)

Because the two source directory systems have different tree structures, synchronization logic, called “placement rules”, will be created to ensure that objects placed in a specific container in one tree are synchronized to the correct location in the other tree.

The design configuration for both IDM and the server migrations will need to be tested in an isolated non-production environment. At a minimum, this must include replicas of: a typical H.S.A. source (Netware) server, the existing production eDirectory and Active Directory trees, and as many destination (Windows) servers as necessary.

This lab should be created under a virtual environment such as VMWare, to provide virtual machine state snapshot and rollback capabilities.

This lab will allow for additional simulations for future migration projects. This task’s primary deliverables include:

- Designing and building the testbed (lab) setup
- Performing health checks on DNS as well as on the existing eDirectory and Active Directory trees
- Creation of a testbed version of the current NetWare-based environment, including a replica of the existing production eDirectory tree
- Creation of a testbed version of the current NetWare-based environment, including a replica of the existing production Active Directory tree
- Creation of a testbed version of the new Windows environment, including a replica of the new Active Directory tree
- Ensuring that the County has provided a suitable number of typically-configured Windows workstations to put into the testbed
- Snapshotting (or imaging) of all testbed systems prior to beginning testing

Task 3: Design Plan for Servers – The server migration rollout plan will be designed and delivered in this task, including order of migration and timelines for all migration operations.

Data Cleansing – A Critical factor to success in an identity project is ensuring that all source data (login accounts) from all trees consists of login accounts which (a) are uniquely named across the entire organization, not simply within a single tree’s O= or OU= container, and (b) have all identifying information (e.g., First Name, Last Name, Full Name, Department, Position, Location, Phone Number, etc.) completely filled out. Both of these attributes are required before any identity synchronization can take place.

The process of ensuring that all source accounts meet these attributes is called “Data Cleansing”. Contractor will work with testbed copies of the production source trees to ascertain what data cleansing must be performed.

Contractor will create highly specific instructions on how to “normalize” and cleanse the data prior to synchronization being attempted. However, County will perform the actual data cleansing to minimize external labor costs. Contractor will assist County with this work where required, to provide support and guidance.

IDM implementation and server migrations cannot proceed until after data cleansing has been successfully completed on the production network.

IDM Simulation and Testing - The project is structured to include a substantial amount of time to set up a suitable IDM and migration testbed. The procedures created for this project will be documented sufficiently to be easily repeatable. Using testbed systems, Contractor will:

- Plan and implement IDM on the testbed
- Plan out specifics of IDM implementation and policies
- Examine source trees and documenting how data cleansing is to be performed by the County
- Assist County in performing data cleansing on the testbed trees, to ensure that data cleansing documentation is correct
- Install Novell IDM on a dedicated (virtual or real) server
- Configure IDM to synchronize user accounts bidirectionally between eDirectory, the Identity Vault, and the new Active Directory tree, and unidirectionally from the old Active Directory tree to the Identity Vault

Server and Workstation Migration Testing - Contractor will utilize Quest Migrator for NDS (not included in this Agreement) to migrate file systems, file trustee rights and workstation profiles to Active Directory. In this task, Contractor will create and test procedures for the following:

- Test workstation migrations into Active Directory
- Create a plan for migrating user profiles
- Test and document methods for migrating iPrint systems to regular Windows printing
- Migrate files and trustees from the test Netware server to the test Windows file server
- Test and troubleshoot installation, configuration and migration tasks to verify the final instructions for the County's migration teams
- Finalize and document migration strategies for all of the above, creating a site migration blueprint

Also in this Task, Novell/NetIQ Identity Manager will be rolled out to the production tree as follows:

- Contractor will assist as needed while the County performs data cleansing on the production eDirectory and Active Directory trees, to ensure a smooth IDM implementation
- Contractor will install Novell IDM on a dedicated (virtual or real) server, replicating the successful configuration from the testbed network. This dedicated server will be in service indefinitely

Task 4: Server Migration – Six NetWare file and print services will be migrated to Windows. For each office, Contractor will perform:

- Preparation of the source NetWare server to be migrated
- Final checks and configuration (if needed) of the County-provided destination Windows servers
- The migration of user data from NetWare to Windows, leaving the existing NetWare servers and their data intact
- It will be the County's responsibility to block users from logging into the old NetWare servers during and after each server's migration
- It will be the County's responsibility to migrate workstations and profiles to Active Directory as outlined in the next Section (Task 5)

Task 5: Client/Workstation Migration Support – Contractor will create an automated-where-viable process which will be utilized by County to install AD onto each office’s client workstation systems after the server migration has been completed.

This process will include migration of user profiles as dictated by the plan in Task 3.

If determined during the planning process to be viable, at the County’s option, during each workstation installation into Active Directory, the Novell Client may be removed and replaced with the Microsoft client.

For each of seven sites being migrated, Contractor will:

- Provide Project Management to communicate and coordinate the migration efforts with County
- Provide up to two Contractor engineers onsite to provide troubleshooting and support for the installer teams during migrations of each site
- Work with the installer teams as needed to troubleshoot problematic workstations and related network/directory/profile issues (the time required for Contractor to perform the actual migrations is out of the scope of this project)

Note #1: To minimize external labor costs, Contractor has made the assumption that County will be responsible for the actual migration of each office’s workstations to the new Windows domain, using Contractor-provided documentation, scripts, and tools. Contractor will provide suitable personnel, either onsite or remotely, as specified by County) during each office’s migration weekend to assist with workstation and Active Directory issues as needed.

Note #2: For labor planning purposes, the assumption has been made that most offices will require at least a Saturday and possibly a Sunday to be completely migrated, and that two Contractor engineers will be onsite at all times to assist with the troubleshooting of problematic workstations.

Note #3: If the County desires Contractor personnel to actually perform the production workstation migrations for each office, figure on an average cost of 20 to 30 minutes of Contractor engineering time per workstation. In this event, the County will issue a written Change Order which must be approved and countersigned by Contractor prior to the workstation migrations taking place.

Task 6: Training and Maintenance – Training and maintenance will be performed continuously throughout the first five Tasks.

This includes knowledge transfer to County during the course of the project, providing the necessary baseline operational guidelines, and procedures and industry best practices for maintaining the new environment.

Task Milestones

Task 1: Migration Planning	Estimated Hours
Project Kickoff Meeting and Workspace setup	16
Gather Existing Network Documentation	16
Active Directory Health Check	6
DNS Health Check	4
eDirectory Health Check	3

Travel Time	29
Project Meetings (2-hour meeting x 3 weeks)	24
Project Management (Includes creating MS Project document)	84
Task 2: Design Plan for Environment (includes 2a: Lab Creation)	
Plan new server configuration	16
Review and plan migration tool options (Quest, IDM, etc.)	16
Review and plan client migration options (DLU, GPO, etc.)	24
Review and plan parallel operation (ZENWorks, Groupwise)	12
Design and build lab setup	56
Create test NetWare source server	8
Create replica of eDirectory tree on test file/print/Groupwise server	24
Create test Active Directory source DC	6
Create replica of Active Directory Tree	24
Design, deploy and test universal password in test tree	48
Create test IDM Server	8
Determine directory placement rules for IDM	36
Create two test Windows servers (file/print dest, AD dest)	8
Snapshot all machines	1
Document lab configuration	8
Travel Time	26
Project Meetings (2-hour meeting x 1 week)	8
Project Management	2
Task 3: Design Plan for Servers (includes Task 3a)	
Configure lab ID Vault, old AD sync in, new AD sync out, old eDir sync in	16
Design and document data cleansing procedure for test trees	96
Assist County with data cleansing as needed	56
Write IDM Placement Rules for ID Vault and new AD trees	40
Sync eDir <-> ID Vault bidirectionally (Test System Only)	24
Sync old AD <-> ID Vault unidirectionally (Test System Only)	24
Sync ID Vault <-> New AD bidirectionally (Test System Only)	32
Test workstation migrations to AD with and without DLU	56
Create plan/instructions for migrating user profiles	24
Test methods of migrating iPrint to Windows printing	40
Create plan/instructions for migrating printing	32
Migrate files and trustees from NetWare to Windows (Test System Only)	64
Create and test plan/instructions for migrating file services	72
Create and test site migration plan/instructions	72
Travel Time	81
Project Meetings (2 hour meeting x 4 weeks)	32
Project Management	8
Task 3B: Directory Synchronization	
Cleanse data on production eDir/AD trees (May require County assistance)	40
Move test IDM server into production (or recreate)	16
Move test ID Vault into production (or recreate)	8
Sync eDir <-> ID Vault bidirectionally (production system)	28
Sync old AD → ID Vault unidirectionally (production system)	28
Sync ID Vault <-> New AD bidirectionally (production system)	40
Synchronize directories in production	16
Update "As Built" IDM documentation	6
Travel Time	25
Project Meetings (2 hour meeting x 3 weeks)	24
Project Management	4
Task 4: Server Migration	
Migrate Site #1 After Hours Assumed*	64
Migrate Site #2 After Hours Assumed*	24
Migrate Site #3 After Hours Assumed*	24
Migrate Site #4 After Hours Assumed*	24
Migrate Site #5 After Hours Assumed*	24
Migrate Site #6 After Hours Assumed*	24

Migrate Site #7 After Hours Assumed*	24
Travel Time	32
Project Meetings (2 hour meeting x 6 weeks)	48
Project Management	48
Task 5: Client/Workstation Migration	
Coordinate and assist with (but not perform**) County Workstation migration at seven (7) sites	252
Travel Time	28
Project Meetings (2 hour meeting x 6 weeks)	48
Project Management	4
Task 6: Training and Maintenance***	
Project Total	2,185

Assumptions and Miscellaneous Items

- It is assumed that existing DNS, eDirectory and/or Active Directory systems are healthy. Other than determining initial directory health, troubleshooting and/or correction of DNS, eDirectory, and/or Active Directory issues is out of the scope of this project
- County will provide Contractor will provide Contractor with all required software licenses and media, including, but not limited to, Windows and SUSE Linux Operating Systems, Novell/NetIQ Identity Manager, and Quest Migrator for NDS
- County will provide Contractor with all required hardware
- Prior to the start of this project, Microsoft Active Directory will be properly deployed and hosting core services natively
- County will provide a virtualization platform (e.g., VMWare) and associated Storage Area Network (SAN) suitable for creating a test network which accurately mirrors the existing production network
- County will participate in all aspects of the project
- County will perform all production workstation migrations, with Contractor's engineering personnel available for troubleshooting and assistance when needed
- County workstation systems will have an OS of Windows XP (SP3 or later) or Windows 7. All version of Windows older than XP SP3, Vista and any "Home" versions of Windows OS's are out of scope for this project
- Onsite access for Engineers and Technicians, including any keys or access badges that Contractor personnel require to access the offices where work will be performed
- Administrative User ID's and passwords including any service accounts for user and application access will be available, including administrative access to these resources on the production network
- County will download and/or otherwise obtain and provide access to installation media for software applications, Operating Systems, etc. This includes software-licensing information, product keys, etc.
- County will provide required physical and logical access to all concerned systems and facilities
- Office space will be provided for Contractor personnel (engineers, technicians, project managers), including, but not limited to, telephone desk and internet access for software downloads and research
- A list of County key personnel after-hours phone numbers (Emergency Contacts for the project) will be made available to Contractor
- The existing NetWare servers at each site will be retained and their operation continued. The County is responsible for decommissioning said servers and also for preventing end user access to those servers during and after each migration

- There is a scheduling lead time of ten business days for this project

Exceptions and Clarifications

- Non-Windows workstation OSES are out of scope for this project
- Server-based applications are the responsibility of their respective County “owners”. The debugging of any such applications is out of scope for this project
- Contractor will work with County to verify that any and all migration, upgrade and implementation tasks are approved before performing any work with production applications or data
- The decommissioning of old eDirectory or Active Directory trees, domains, forests, workgroups, etc., is out of scope for this project
- Troubleshooting and/or reconfiguration of DNS/DHCP is out of scope for this project
- Rearchitecture and/or restructuring of eDirectory and/or Active Directory trees, domains, forests, workgroups, etc, is out of scope for this project
- Server volume migrations will be performed on a 1:1 basis; e.g. file directory structures and trustee/access rights will not be altered during the migration and/or until after the migrated servers have been accepted by County of San Mateo
- The migration of GroupWise in any way is out of scope for this project
- The migration of ZENworks in any way is out of scope for this project
- The decommissioning of any existing production servers is out of scope for this project

Quality Assurance Processes and Escalation Procedures

Quality Assurance Process:

1. Meet with County
2. Transcribe meeting notes and create action plan
3. Email notes and action plan to County to verify that the transaction of same is correct
4. Make corrections or changes as needed, and repeat above actions until County is satisfied
5. Contractor’s Project Manager reviews corrected notes/action plan, and cross-checks with other Contractor personnel associated with the project to ensure that the County’s corrected version matches all Contractor and vendor best practices
6. If there are any technical issues from the engineers, the Contractor will set up a conference call with the County to discuss findings and make recommendations
7. A finalized task list is created from the corrected and approved notes and shared with the County. Once the County approves the finalized task list, the project continues
8. Each task is checked off on a master checklist (which is generally maintained as a Microsoft Project file) by the Contractor’s Project Manager
9. At County’s option, the updated Microsoft Project file will be shared with the County on a weekly or daily basis
10. Checklists are created for any repetitive operation, such as server migrations, workstation migrations, directory cleansing, etc.

Escalation Procedure

1. County discovers issue and notifies onsite Contractor engineer, who attempts to handle the problem

2. If no Contractor engineer is onsite, Contractor will contact Contractor's Engineering Coordinator. If Engineering Coordinator is not available, the County will contact the Contractor's Partner responsible for the County's Account.
3. Contractor Engineering Coordinator or responsible Contractor partner assigns first available suitable engineer to handle the issue within four (4) hours
4. If Contractor Engineer is unable to handle issue, or, gives estimate of solution time within one hour, the Contractor Partner in charge of County's Account is contacted immediately
5. Contractor Partner in charge of County's Account determines next steps for escalation. This may include any or all of: (a) Leveraging the expertise of another Contractor internal resource; (b) Escalating support incident with the software/hardware vendor involved (if any); and/or (c) Handling the issue themselves

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND SABLE COMPUTER, INC., DBA KIS (KEEP IT SIMPLE)

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES

PROFESSIONAL SERVICES \$329,233

Task	Estimated Hours	Price
Task 1: Project Kickoff and Migration Planning	182	\$30,390
Task 2: Design Plan for Environment (includes 2a: Lab Creation)	331	\$48,739
Task 3: Design Plan for Servers (includes Task 3a)	769	\$113,749
Task 3B: Directory Synchronization	235	\$34,444
Task 4: Server Migration	336	\$51,120
Task 5: Client/Workstation Migration	332	\$50,790
Task 6: Training and Maintenance***	Included	
Project Total	2,185	\$329,232

While some tasks may take more or less time than shown, the aggregate charge for all tasks will not exceed \$329,233 without a written Change Order approved and countersigned by both parties.

The Contractor's Engineers will be paid the hourly rate of \$138.75, and Contractor's Consultants will be paid the hourly rate of \$176.25. Any tasks marked as "After Hours" are billed at 1.5 x the rates shown.

*After Hours Assumption for Server Migration: If Server Migration is completed during normal business hours, the cost will be adjusted accordingly.

**County may decide to have Contractor perform Workstation migration for 1,000 workstations. If the County chooses to have Contractor perform the task, Task 5 will be modified accordingly, through the Change Order process.

***All training and knowledge transfer costs are included in the tasks shown above.

****Contractor's Project Management hours representing approximately \$26,437 of billable time may decrease if the County chooses to take on the majority of these responsibilities including creating a finalized Microsoft Project plan, gathering feedback from Contractor and County engineers at the end of each day, tracking the progress of all tasks, and reporting on task progress at each weekly project meeting.

The County will submit payment within fifteen (15) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle. Contractor will provide a 1 percent discount for invoices paid within fifteen days.

The County will review and sign the weekly time summaries submitted by the Contractor, for the work performed for the week. The weekly time summary will be

attached to the invoice as back-up documentation. The County's unavailability or refusal to sign the weekly time summary will not constitute grounds for non-payment of Contractor's invoice.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Detailed actual services performed, amount billed for the current month, and the amount billed in total
- The net amount for which payment is due
- Any discounts as applicable

In no event shall the total payment for services under this Agreement exceed THREE HUNDRED TWENTY NINE THOUSAND TWO HUNDRED THIRTY THREE DOLLARS (\$329,233). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.